Bk

AGREEMENT NO. 80-35

(Agreement to Provide Mediation Counseling Services)

THIS AGREEMENT, made and entered into this 2nd day of January, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Ann Allard, M.S., hereinafter called PROVIDER.

W I T N E S S E T H :

RECITALS:

1. COUNTY wishes to establish a mediation counseling program in conjunction with the Superior Court Family Law Department, hereinafter together referred to as PROGRAM.
2. PROGRAM in the course of its regular functions refers parties to Community-Based Providers of mediation counseling.
3. PROVIDER is a Community-Based Program to which PROGRAM refers.
4. COURT is the Family Law Department of the COUNTY Superior Court.
5. COUNTY and PROVIDER are, therefore, desirous of entering into a contract for providing certain referral services of a counseling and mediation nature.

AGREEMENTS:

1. PROVIDER'S SERVICE OBLIGATIONS: In consideration of COUNTY'S promises contained in hereinafter recited agreements, PROVIDER agrees to provide mediation counseling services of a nature and quality consistent with professional standards and communsurate with the following provisions:

FILED
JAN - 7 1980
PETER McNAMEE, Clerk
By Jan Orser
Deputy

A) PROVIDER will begin its services upon the COURT's determination that counseling should occur and upon receipt of a Court Order for mediation counseling, a copy of which is attached hereto as Exhibit A and incorporated by reference thereto.

B) PROVIDER will file a "Mediation Counseling Report" as ordered by the Court, in the format set forth in Exhibit B, attached hereto and incorporated by reference thereto.

C) PROVIDER will appear with the parties, only upon order of the Court, at a designated time for the COURT's review of the "Mediation Counseling Report."

D) PROVIDER will comply with Title VI and VII of the Civil Rights Act of 1964, and with the Constitution and applicable laws of the State of California in its procurement and employment practices and in the providing of services recited hereinabove.

E) PROVIDER agrees to defend, indemnify and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, losses, liabilities, or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of PROVIDER or anyone directly or indirectly employed by PROVIDER regardless of whether or not it is caused in part by a party indemnified hereunder. PROVIDER shall purchase and maintain for the duration of this Agreement, Public and Malpractice liability insurance in the amount of at least $300,000/ 300,000 specifically naming COUNTY as an insured party thereto for all purposes. Proof of insurance shall be provided to the Clerk of the Board of Supervisors. At all times during the performance of this agreement, PROVIDER will at its sole cost, maintain Worker's Compensation Insurance fully covering all employees of PROVIDER.

F) PROVIDER will designate a representative within two weeks of the execution of this agreement by written notice to the COURT, and shall

notify COUNTY in the same manner of any changes in PROVIDER's representative.

G) PROVIDER will supply proof of one of the following licenses to the Clerk of the Board of Supervisors:

1) Licensed Marriage Counselor
2) Licensed Clinical Social Worker
3) Other licenses as deemed appropriate by the Court.

2. COUNTY'S SERVICE OBLIGATIONS: In consideration of PROVIDER's promises contained in herein recited agreements, COUNTY agrees to:

A) Review and coordinate all official forms and reports prepared in accordance with hereinabove recited agreement.

B) Authorize payment to PROVIDER.

C) COUNTY will give prompt attention to claim for payment submitted by PROVIDER.

D) Referrals for Mediation Counseling will be made at the discretion of the COURT and there will be no obligation by the COUNTY as to number or frequency of referrals.

3. PAYMENT: In consideration of PROVIDER's promises contained in herein recited agreements, COUNTY agrees to:

A) Make one payment of Ten Dollars ($10.00) as a referral fee for completion of required forms on each case assigned by the Court, plus Twenty-five Dollars ($25.00) per one hour client sessions. Payment shall be made upon completion of mediation/counseling services after submission by PROVIDER of a claim. The claim shall contain a statement of the case, case name, and number of hours expended.

4. RELATIONSHIP OF PARTIES: It is specifically understood that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to submission of written reports as provided herein. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State government as a consequence of this contract.

5. AMENDMENTS: Unless otherwise expressly provided herein, the body of this agreement, together with Exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. Unless otherwise expressly provided herein, no addition to, or alteration, of this agreement whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties.

6. TERM: This agreement shall commence January 1, 1980 and continue, unless terminated by either party on thirty (30) days written notice to the other.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

Chairman of the Board of Supervisors

ATTEST:
PETER J. McNAMEE, County Clerk

Deputy

Counseling Agency Representative

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

DEPARTMENT OF Consumer Affairs

State of California

Board of Behavioral Science Examiners

No. 7527

Pursuant to Chapter 4 of Part 3 of Division 7 of the Business and Professions Code, this license as a

Marriage, Family and Child Counselor

is issued to: ANN W ALLARD

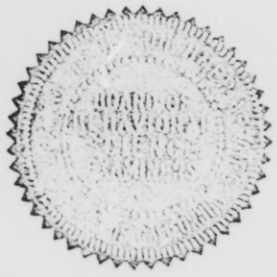
and confers upon the holder all of the rights and privileges under said Chapter, including the right to use the title, engage in the business, and advertise to the public that he is a Marriage, Family and Child Counselor.

In witness thereof the Chairman and the Executive Secretary affix their signatures hereto and the Seal of the Social Worker and Marriage Counselor Qualifications Board this 17th day of January, 19 76.

Chairman Warren H. Epp, Ed.D.

Executive Secretary

License Holder



Rec'd BK

AGREEMENT NO. 80-36

(Agreement to Provide Mediation Counseling Services)

THIS AGREEMENT, made and entered into this 2nd day of January, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and the Family Counseling Service, hereinafter called PROVIDER.

W I T N E S S E T H :

RECITALS:

1. COUNTY wishes to establish a mediation counseling program in conjunction with the Superior Court Family Law Department, hereinafter together referred to as PROGRAM.
2. PROGRAM in the course of its regular functions refers parties to Community-Based Providers of mediation counseling.
3. PROVIDER is a Community-Based Program to which PROGRAM refers.
4. COURT is the Family Law Department of the COUNTY Superior Court.
5. COUNTY and PROVIDER are, therefore, desirous of entering into a contract for providing certain referral services of a counseling and mediation nature.

AGREEMENTS:

1. PROVIDER'S SERVICE OBLIGATIONS: In consideration of COUNTY'S promises contained in hereinafter recited agreements, PROVIDER agrees to provide mediation counseling services of a nature and quality consistent with professional standards and communsurate with the following provisions:

FILED
JAN - 7 1980
PETER McNAMEE, Clerk
By Jan Orser
Deputy

A) PROVIDER will begin its services upon the COURT's determination that counseling should occur and upon receipt of a Court Order for mediation counseling, a copy of which is attached hereto as Exhibit A and incorporated by reference thereto.

B) PROVIDER will file a "Mediation Counseling Report" as ordered by the Court, in the format set forth in Exhibit B, attached hereto and incorporated by reference thereto.

C) PROVIDER will appear with the parties, only upon order of the Court, at a designated time for the COURT's review of the "Mediation Counseling Report."

D) PROVIDER will comply with Title VI and VII of the Civil Rights Act of 1964, and with the Constitution and applicable laws of the State of California in its procurement and employment practices and in the providing of services recited hereinabove.

E) PROVIDER agrees to defend, indemnify and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, losses, liabilities, or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of PROVIDER or anyone directly or indirectly employed by PROVIDER regardless of whether or not it is caused in part by a party indemnified hereunder. PROVIDER shall purchase and maintain for the duration of this Agreement, Public and Malpractice liability insurance in the amount of at least $300,000/ 300,000 specifically naming COUNTY as an insured party thereto for all purposes. Proof of insurance shall be provided to the Clerk of the Board of Supervisors. At all times during the performance of this agreement, PROVIDER will at its sole cost, maintain Worker's Compensation Insurance fully covering all employees of PROVIDER.

F) PROVIDER will designate a representative within two weeks of the execution of this agreement by written notice to the COURT, and shall

notify COUNTY in the same manner of any changes in PROVIDER's representative.

G) PROVIDER will supply proof of one of the following licenses to the Clerk of the Board of Supervisors:

1) Licensed Marriage Counselor
2) Licensed Clinical Social Worker
3) Other licenses as deemed appropriate by the Court.

2. COUNTY'S SERVICE OBLIGATIONS: In consideration of PROVIDER's promises contained in herein recited agreements, COUNTY agrees to:

A) Review and coordinate all official forms and reports prepared in accordance with hereinabove recited agreement.

B) Authorize payment to PROVIDER.

C) COUNTY will give prompt attention to claim for payment submitted by PROVIDER.

D) Referrals for Mediation Counseling will be made at the discretion of the COURT and there will be no obligation by the COUNTY as to number or frequency of referrals.

3. PAYMENT: In consideration of PROVIDER's promises contained in herein recited agreements, COUNTY agrees to:

A) Make one payment of Ten Dollars ($10.00) as a referral fee for completion of required forms on each case assigned by the Court, plus Twenty-five Dollars ($25.00) per one hour client sessions. Payment shall be made upon completion of mediation/counseling services after submission by PROVIDER of a claim. The claim shall contain a statement of the case, case name, and number of hours expended.

4. RELATIONSHIP OF PARTIES: It is specifically understood that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to submission of written reports as provided herein. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including,but not limited to, withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State government as a consequence of this contract.

5. AMENDMENTS: Unless otherwise expressly provided herein, the body of this agreement, together with Exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. Unless otherwise expressly provided herein, no addition to, or alteration, of this agreement whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties.

6. TERM: This agreement shall commence January 1, 1980 and continue, unless terminated by either party on thirty (30) days written notice to the other.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year hereinabove set forth.

Areas of Service: Yolo County
Office located in Davis.
Charles F. Bencken, M.A., ED.S.
Family Counseling Services
1921 Sycamore Lane
Davis, Ca. 95616
(916) 753-4202

COUNTY OF YOLO, a political subdivision of the State of California

Bobby C. Moorhead
Chairman of the Board of Supervisors

ATTEST:
PETER J. McNAMEE, County Clerk

Pete E. Lucas
Deputy

Charles F. Bencken
Counseling Agency Representative
Family Counseling Services

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Robert A. Ruiz
DEPUTY COUNTY COUNSEL

Marriage Family & Child Counselor,
License # 3554

State of California

No. 3554

Department of Professional and Vocational Standards
Social Worker and Marriage Counselor Qualifications Board

Pursuant to Chapter 4 of the Business and Professions Code, this license as a

Marriage, Family and Child Counselor

is issued to: CHARLES F. BENCKEN

and confers upon the holder all of the rights and privileges under said Chapter, including the right to use the title, engage in the business, and advertise to the public that he is a Marriage, Family and Child Counselor.

In witness thereof the Chairman and the Executive Secretary affix their signatures hereto and the Seal of the Social Worker and Marriage Counselor Qualifications Board this Sixth day of March, 19 70

Pearle A. Mellon
Chairman

Charles H. Dickinson
Executive Secretary

Charles F. Bencken
License Holder

CITY OF
DAVIS-FINANCE 226 F ST

BUSINESS CERTIFICATE

The person, firm or corporation named below is granted this business certificate pursuant to the provisions of the City Business License Ordinances to engage in, carry on or conduct the business, trade, calling, profession, exhibition or occupation described below. Issuance of certificate is not an endorsement, nor certification of compliance with other ordinances or laws, nor an assurance that the proposed use is in conformance with the city zoning regulations.

BUSINESS NAME: CHARLES BENCKEN FAMILY COUNSELOR

BUSINESS LOCATION: 1921 SYCAMORE LANE
DAVIS CA 95616

BUSINESS OWNER: CHARLES BENCKEN

BUSINESS IDENTIFICATION: I-003657-L

EXPIRATION DATE: 12/31/79

CHARLES BENCKEN FAMILY COUNSELOR
1921 SYCAMORE LANE
DAVIS CA 95616

BUSINESS CLASS: 6594 MARRIAGE AND FAMILY COUNSELING

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

BUSINESS CERTIFICATE
MUNICIPAL CODE SECTION 13-30
TAX RECEIPT

NO

DATE: 02/23/79	REFERENCE:
BUS.TAX	19.00
PENALTY	1.90
TOTAL	20.90

DETACH FOR YOUR RECORDS

BK

AGREEMENT NO. 80-37

(Agreement to Provide Mediation Counseling Services).

THIS AGREEMENT, made and entered into this 2nd day of January, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Yolo Family Service Agency, hereinafter called PROVIDER.

W I T N E S S E T H :

RECITALS:

1. COUNTY wishes to establish a mediation counseling program in conjunction with the Superior Court Family Law Department, hereinafter together referred to as PROGRAM.
2. PROGRAM in the course of its regular functions refers parties to Community-Based Providers of mediation counseling.
3. PROVIDER is a Community-Based Program to which PROGRAM refers.
4. COURT is the Family Law Department of the COUNTY Superior Court.
5. COUNTY and PROVIDER are, therefore, desirous of entering into a contract for providing certain referral services of a counseling and mediation nature.

AGREEMENTS:

1. PROVIDER'S SERVICE OBLIGATIONS: In consideration of COUNTY'S promises contained in hereinafter recited agreements, PROVIDER agrees to provide mediation counseling services of a nature and quality consistent with professional standards and communsurate with the following provisions:

FILED
JAN - 7 1980
PETER McNAMEE, Clerk
By Jan Orser Deputy

A) PROVIDER will begin its services upon the COURT's determination that counseling should occur and upon receipt of a Court Order for mediation counseling, a copy of which is attached hereto as Exhibit A and incorporated by reference thereto.

B) PROVIDER will file a "Mediation Counseling Report" as ordered by the Court, in the format set forth in Exhibit B, attached hereto and incorporated by reference thereto.

C) PROVIDER will appear with the parties, only upon order of the Court, at a designated time for the COURT's review of the "Mediation Counseling Report."

D) PROVIDER will comply with Title VI and VII of the Civil Rights Act of 1964, and with the Constitution and applicable laws of the State of California in its procurement and employment practices and in the providing of services recited hereinabove.

E) PROVIDER agrees to defend, indemnify and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, losses, liabilities, or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of PROVIDER or anyone directly or indirectly employed by PROVIDER regardless of whether or not it is caused in part by a party indemnified hereunder. PROVIDER shall purchase and maintain for the duration of this Agreement, Public and Malpractice liability insurance in the amount of at least $300,000/ 300,000 specifically naming COUNTY as an insured party thereto for all purposes. Proof of insurance shall be provided to the Clerk of the Board of Supervisors. At all times during the performance of this agreement, PROVIDER will at its sole cost, maintain Worker's Compensation Insurance fully covering all employees of PROVIDER.

F) PROVIDER will designate a representative within two weeks of the execution of this agreement by written notice to the COURT, and shall

notify COUNTY in the same manner of any changes in PROVIDER's representative.

G) PROVIDER will supply proof of one of the following licenses to the Clerk of the Board of Supervisors:

1) Licensed Marriage Counselor
2) Licensed Clinical Social Worker
3) Other licenses as deemed appropriate by the Court.

2. COUNTY'S SERVICE OBLIGATIONS: In consideration of PROVIDER's promises contained in herein recited agreements, COUNTY agrees to:

A) Review and coordinate all official forms and reports prepared in accordance with hereinabove recited agreement.

B) Authorize payment to PROVIDER.

C) COUNTY will give prompt attention to claim for payment submitted by PROVIDER.

D) Referrals for Mediation Counseling will be made at the discretion of the COURT and there will be no obligation by the COUNTY as to number or frequency of referrals.

3. PAYMENT: In consideration of PROVIDER's promises contained in herein recited agreements, COUNTY agrees to:

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4. RELATIONSHIP OF PARTIES: It is specifically understood that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to submission of written reports as provided herein. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State government as a consequence of this contract.

5. AMENDMENTS: Unless otherwise expressly provided herein, the body of this agreement, together with Exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. Unless otherwise expressly provided herein, no addition to, or alteration, of this agreement whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties.

6. TERM: This agreement shall commence January 1, 1980 and continue, unless terminated by either party on thirty (30) days written notice to the other.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

Betty C. Marshall
Chairman of the Board of Supervisors

ATTEST:
PETER J. McNAMEE, County Clerk

Peter J. Swan
Deputy

Elizabeth Helms
Counseling Agency Representative
Yolo Family Service Agency.
12/18/79

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Ron Mitchell
DEPUTY COUNTY COUNSEL

MEDIATION COUNSELING STIPULATION Exhibit A

IN TH[redacted]UPERIOR COURT OF THE STATE OF [redacted]LIFORNIA

COUNTY OF YOLO

_____)
Petitioner)
)
_____)
Respondent)

No._____

Stipulation referring Family Law disputes to Mediation Counselor

IT IS HEREBY STIPULATED by the parties hereto:

1. The matter of dispute mediation is referred to a Court appointed Mediation Counselor for the purpose of undertaking a MEDIATION COUNSELING PROGRAM.
AREAS OF DISPUTE:_____

2. Neither party shall depose the Counselor nor subpoena or otherwise require the Counselor's presence in this Court or elsewhere, nor shall either party attempt to introduce any communications made to or from the Counselor into evidence in this Court or elsewhere.

_____ _____
Petitioner Respondent

_____ _____
Attorney for Petitioner Attorney for Respondent

PETITIONER: Telephone:_____ RESPONDENT: Telephone:_____
Full Name:_____ Full name:_____
Address:_____ Address:_____

The above stipulation is approved and it is so ordered:

Woodland, California
Dated:_____, 198_.

_____
Family Law Judge

The date, time and place of the initial Mediation Session will be _____

FOR PROCESSING USE

I. Time/date/place of
Mediation/Counseling:_____
Post-Mediation Counseling Court Hearing:_____
(Other)_____:_____

II. MEDIATION COUNSELING REPORT: (Disputes Mediated: __ None __ Some __ All)

Court Hearing Decisions:
__ Accept Mediated Settlements
__ Accept some Mediated Settlements
__ Reject all Mediated Settlements
__ Commit some issues to trial
__ Commit all issues to trail
__ Extend Mediation Counseling

Notes:

Mediation Counseling Hours Claimed_____Fee_____
Total Mediation & Referral Fee Claimed _____
Total Amount Paid/Date....._____ __/__/____

EXHIBIT B

MEDIATION COUNSELING REPORT

TO THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF YOLO

(To be completed by Counselor after the last Mediation Counseling Session)

Regarding the Case of:

_____)
Petitioner)
)
_____)
Respondent)

No._____
Report on the Results of
Mediation Counseling

_____

COUNSELOR'S NAME/AGENCY _____

PARTIES PRESENT AT AT LEAST ONE OF THE MEDIATION SESSIONS INCLUDED:

NAME	RELATION TO PARTIES (HUSBAND/WIFE/FRIEND)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If individual interviews were necessary, explain reasons and circumstances:

_____
_____
_____
_____

Authorization for above was received from COURT on ____/____/_____.

LIST DISPUTES indicated on the "Mediation Counseling Stipulation" form, and any other disputes, and the results reached through mediation, in the space provided on the BACK of this form.
LOCATION OF Mediation Sessions was: _____

DATES of, PARTIES present, and LENGTH of the sessions:

	DATE	PARTIES PRESENT	LENGTH OF SESSION (HR:MIN.)
1.	__/__/__	_____	___:___
2.	__/__/__	_____	___:___
3.	__/__/__	_____	___:___
4.	__/__/__	_____	___:___
5.	__/__/__	_____	___:___
6.	__/__/__	_____	___:___
7.	__/__/__	_____	___:___

NOTES ON ABOVE:

TOTAL HOURS FOR MEDIATION COUNSELING: ___:___
FEE FOR MEDIATION COUNSELING: _____
*ADD - REFERRAL FEE: ___ $ 10.00
TOTAL FEE: _____

(Signed) _____
Counselor

(OVER)

Exhibit B-1

MEDIATION COUNSELING REPORT

--PAGE TWO--

AREA OF DISPUTE: _____

RESULTS OF MEDIATION (AGREEMENTS REACHED OR PROGRESS MADE): _____

AREA OF DISPUTE: _____

RESULTS OF MEDIATION (AGREEMENTS REACHED OR PROGRESS MADE): _____

AREA OF DISPUTE: _____

RESULTS OF MEDIATION (AGREEMENTS REACHED OR PROGRESS MADE): _____

AREA DISPUTE: _____

RESULTS OF MEDIATION (AGREEMENTS REACHED OR PROGRESS MADE): _____

COUNSELOR'S COMMENTS:

(Signed) _____
Counselor

Bk

AGREEMENT NO. 80-38

(Agreement to Provide Mediation Counseling Services)

THIS AGREEMENT, made and entered into this 17th Day of day of December, 1979, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and John E. Moren, hereinafter called PROVIDER.

W I T N E S S E T H :

RECITALS:

1. COUNTY wishes to establish a mediation counseling program in conjunction with the Superior Court Family Law Department, hereinafter together referred to as PROGRAM.
2. PROGRAM in the course of its regular functions refers parties to Community-Based Providers of mediation counseling.
3. PROVIDER is a Community-Based Program to which PROGRAM refers.
4. COURT is the Family Law Department of the COUNTY Superior Court.
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FILED
JAN - 7 1980
PETER McNAMEE, Clerk
By Jan Orser
Deputy

A) PROVIDER will begin its services upon the COURT's determination that counseling should occur and upon receipt of a Court Order for mediation counseling, a copy of which is attached hereto as Exhibit A and incorporated by reference thereto.

B) PROVIDER will file a "Mediation Counseling Report" as ordered by the Court, in the format set forth in Exhibit B, attached hereto and incorporated by reference thereto.

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D) PROVIDER will comply with Title VI and VII of the Civil Rights Act of 1964, and with the Constitution and applicable laws of the State of California in its procurement and employment practices and in the providing of services recited hereinabove.

E) PROVIDER agrees to defend, indemnify and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, losses, liabilities, or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of PROVIDER or anyone directly or indirectly employed by PROVIDER regardless of whether or not it is caused in part by a party indemnified hereunder. PROVIDER shall purchase and maintain for the duration of this Agreement, Public and Malpractice liability insurance in the amount of at least $300,000/ 300,000 specifically naming COUNTY as an insured party thereto for all purposes. Proof of insurance shall be provided to the Clerk of the Board of Supervisors. At all times during the performance of this agreement, PROVIDER will at its sole cost, maintain Worker's Compensation Insurance fully covering all employees of PROVIDER.

F) PROVIDER will designate a representative within two weeks of the execution of this agreement by written notice to the COURT, and shall

notify COUNTY in the same manner of any changes in PROVIDER's representative.

G) PROVIDER will supply proof of one of the following licenses to the Clerk of the Board of Supervisors:

1) Licensed Marriage Counselor
2) Licensed Clinical Social Worker
3) Other licenses as deemed appropriate by the Court.

2. COUNTY'S SERVICE OBLIGATIONS: In consideration of PROVIDER's promises contained in herein recited agreements, COUNTY agrees to:

A) Review and coordinate all official forms and reports prepared in accordance with hereinabove recited agreement.

B) Authorize payment to PROVIDER.

C) COUNTY will give prompt attention to claim for payment submitted by PROVIDER.

D) Referrals for Mediation Counseling will be made at the discretion of the COURT and there will be no obligation by the COUNTY as to number or frequency of referrals.

3. PAYMENT: In consideration of PROVIDER's promises contained in herein recited agreements, COUNTY agrees to:

A) Make one payment of Ten Dollars ($10.00) as a referral fee for completion of required forms on each case assigned by the Court, plus Twenty-five Dollars ($25.00) per one hour client sessions. Payment shall be made upon completion of mediation/counseling services after submission by PROVIDER of a claim. The claim shall contain a statement of the case, case name, and number of hours expended.

4. RELATIONSHIP OF PARTIES: It is specifically understood that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to submission of written reports as provided herein. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including,but not limited to, withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State government as a consequence of this contract.

5. AMENDMENTS: Unless otherwise expressly provided herein, the body of this agreement, together with Exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. Unless otherwise expressly provided herein, no addition to, or alteration, of this agreement whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties.

6. TERM: This agreement shall commence January 1, 1980 and continue, unless terminated by either party on thirty (30) days written notice to the other.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

Betsy C. Marchand
Chairman of the Board of Supervisors

ATTEST:
PETER J. McNAMEE, County Clerk

Deputy

John E. Moren
Counseling Agency Representative

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By
DEPUTY COUNTY

STATE OF CALIFORNIA—AGRICULTURE AND SERVICES AGENCY

EDMUND G. BROWN JR., Governor

DEPARTMENT OF Consumer Affairs

BOARD OF BEHAVIORAL SCIENCE EXAMINERS

1020 N STREET, SACRAMENTO, CALIFORNIA 95814

TELEPHONE: (916) 445-4933

September 27, 1976

John Moren
1701 Russell Blvd
Davis ,Ca 95616

This is to advise that you were successful in the examination for licensure as a Marriage, Family and Child Counselor. Your permanent license will be issued as soon as administratively possible.

This letter constitutes evidence that you have met all the requirements for licensure as a Marriage, Family and Child Counselor and that your license is now effective.

Your license is in effect until December 31, 1977. At the end of each odd-numbered year, a renewal application will be automatically sent to the address on file with this board. Please keep the board advised of any change in your address.

BOARD OF BEHAVIORAL SCIENCE EXAMINERS

License # 8655

B/C

FILED
JAN - 8 1980
PETER McNAMEE, Clerk
By Jan Crocker
DEPUTY

AGREEMENT NO. 80-39 (AMENDING 75-53)

THIS AGREEMENT, made and entered into this 8th day of January 1980, by and between JACK WITZELBERGER and SHIRLEY WITZELBERGER, hereinafter referred to as LANDLORD, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as TENANT,

W I T N E S S E T H:

RECITALS:

1. LANDLORD and TENANT entered into Agreement No. 75-53 under the terms of which LANDLORD agreed to lease to TENANT certain property situated in the County of Yolo known as 129 West Main Street, Woodland, California, designated as Suite A at said address.
2. The parties hereto desire to revise the term, option provisions, rent, and variable tax adjustment feature of said agreement (paragraphs 2, 3, 4, and 10)

AGREEMENTS

1. The term of this lease shall commence on February 1, 1980 and terminate on January 31, 1981.
2. LANDLORD agrees to grant the TENANT two (2) consecutive one (1) year options at the same rental rate in effect for the first year lease. Said options may be exercised by TENANT by the giving of written notice to the LANDLORD not later than January 1, 1981 for the first option year, and not later than January 1, 1982 for the second option year.
3. TENANT shall pay LANDLORD rent in the sum of FOUR HUNDRED AND TEN and no/100 DOLLARS ($410.00) on the first day of each calendar month during the term of this lease commencing February 1, 1980.
4. TENANT and LANDLORD mutually agree to delete the real property and other tax variable feature due to current stability of tax liability and other consideration. Therefor paragraph 10 of Agreement 75-53 is deleted in its entirely.
5. All other terms and conditions of Agreement 75-53 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LANDLORD

JACK WITZELBERGER

KATHLEEN J. WITZELBERGER

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____ Date _____
DEPUTY COUNTY COUNSEL

FILED BK

JAN - 8 1980

PETER McNAMEE, Clerk

By Jan Orser Deputy

AGREEMENT NO. 80-40

THIS AGREEMENT, dated for convenience this 8th day of January, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and EAST YOLO CONCILIO, INC., a non-profit Corporation hereinafter referred to as "PROVIDER",

W I T N E S S E T H:

RECITALS:

A. COUNTY is desirous of making provisions for bilingual services including information and referral, employment assistance, advocacy, translation and assistance in completing government forms to the East Yolo Spanish-speaking community.

B. PROVIDER is a non-profit corporation capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitations those services described in Exhibit A which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

5. EXCULPATORY CLAUSE. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost, and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by PROVIDER in the performance of this agreement.

6. INSURANCE.

A. Public Liability. During the term of this contract, PROVIDER shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests, PROVIDER shall cause COUNTY to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

B. Worker's Compensation. During the term of this contract, PROVIDER shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability PROVIDER may have for worker's compensation.

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WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

7. TERMINATION. Either party shall have the right to terminate this agreement at its sole discretion at any time upon sixty (60) days' written notice to the other. COUNTY shall also have the right to terminate this agreement immediately for failure of PROVIDER to comply with the terms and conditions of this agreement. In the case of early termination, a final payment will be made to PROVIDER upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to COUNTY shall be deducted from any sum due to PROVIDER under this agreement, and the balance, if any, shall be paid PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this agreement, including working papers in any way associated with the performance of this agreement and shall make such records available for inspection by authorized representives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that PROVIDER shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERATION. No alteration or variation of the terms of this agreement

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P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. PROVIDER shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits discrimination on the basis of sex, race, religion, age, handicap, or ethnic background in the hiring of employees or in providing services under this agreement.

13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein, shall be in compensation for all of PROVIDER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. PROVIDER shall be responsible for the selection and procurement of necessary supplies and incidentals for provision of services under this agreement.

15. SUCCESSORS. This agreement shall inure to the benefit and bind the successors of each of the parties.

16. PAYMENT. The COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of the PROVIDER herein expressed, does hereby agree to pay as total compensation to PROVIDER the sum of Seven Thousand Seven Hundred and Fifty Dollars ($7,750.00) in ten (10) monthly

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WOODLAND, CA 95695
TEL. NO. (916) 666-8211

payments, for the months beginning September 1, 1979, and ending June 30, 1980. PROVIDER shall submit a claim to the Director of Social Services of COUNTY at the end of each month. Each payment shall be in the amount of Seven Hundred Seventy Five Dollars ($775.00).

17. TERM. The term of this contract shall commence on September 1, 1979, and end on June 30, 1980.

18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

19. The waiver of any breach of any provision of this agreement shall not be construed to be a waiver of a breach of any other provision of this agreement, or of any such subsequent breach thereof.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

BY Lynda J. Thomas
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY Jan Orser
DEPUTY

(SEAL)

PROVIDER:

EAST YOLO CONCILIO, Inc., a Non-profit Corporation

BY Lucille Mayo President
Authorized Representative

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8275

FILED BK

NOV 10 1980

PETER McNAMEE, Clerk
By _____ DEPUTY

Yolo County Agreement No. 80-42
"CR" Contract No. 149

AMENDMENT NO. 1
TO
JUVENILE/CRIMINAL COURT PLACEMENT
AGREEMENT FOR DIAGNOSTIC AND TREATMENT
SERVICES AND TEMPORARY DETENTION IN
FACILITIES OF THE DEPARTMENT OF THE YOUTH AUTHORITY

THIS AGREEMENT is made and entered into this 8th day of January, 19__, by and between the STATE OF CALIFORNIA, Director of the Youth Authority, and the COUNTY OF YOLO.

Reference is made to that certain document entitled "Juvenile/Criminal Court Placement Agreement for Diagnostic and Treatment Services and Temporary Detention in Facilities of the Department of the Youth Authority" No. 149, hereinafter referred to as "Agreement", made and entered into on the 1st day of July, 1979, by and between the parties hereto; and

WHEREAS, it is the intent of the parties hereto to amend Agreement only in certain particulars.

NOW THEREFORE, the parties hereto agree as follows:

1. Paragraph 7, Page 2, shall be changed to read: "The total amount of this agreement shall not exceed $ 29,520. ."

2. All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS, WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

APPROVED
Department of Finance
Budget Division

STATE OF CALIFORNIA
Department of the Youth Authority

By Eugenia Mosier

Title Deputy Director
Management Services Branch

4241 Williamsbourgh Drive
Address

Sacramento, California
City State

95823
Zip Code

COUNTY OF YOLO

By Gayle J. Thompson

Title Chairman, Board of Supervisors
P. O. Box 1098
Woodland, California 95695
Address

City State

Zip Code

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

RECEIVED FEB 4 1980

BK.

REQUEST FOR PROGRAM MODIFICATION
Washington Fire District

DATE 12-10-79

AGREEMENT NO. 80-42

Title: II-D

Program: PSE

Modification Number 003

Contract Number 79-104

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by $ 306.78 ☐ Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To increase contract amount for the period of 3-30-79 to 9-30-79 in order to pay wage increase.

FILED
FEB - 4 1980
PETER McNAMEE, Clerk
By Vickie Miyahara
Deputy

MODIFICATION

1. Revised operating budget.
2. Revised position listing.

Ben Nugent, Chief

Ben Nugent 1/31/80
Signature of program operator Date

$5,539.57
New grand total and fixed price

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC N/A ☐ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer JAN 8 1980 Date

9-30-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II-D

CONTRACT NO. 79-104

[ ] ORGINAL [X] REVISION NO. 3

DATE 12-10-79

Subgrantee Name and Address:

Washington Fire District
132 15th St., W. Sacramento, CA 95691

Contact Person: Ben Nugent
Phone 372-0424
Period: From 3-30-79 To 9-30-79
Program Name: PSE

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.									
NOV.									
DEC.									
JAN.									
FEB.									
MAR.						37.00			37.00
APR.						820.00			820.00
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						1,027.00			1,027.00
SEPT.						1,195.57			1,195.57
TOTAL						5,539.57			5,539.57

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORK SITE SUPV.	TOTAL
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			34.00	3.00				37.00
APR.			732.00	88.00				820.00
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			913.00	114.00				1,027.00
SEPT.			1,105.57	90.00				1,195.57
TOTAL			4,980.57	559.00				5,539.57

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Ben Nugent, Chief
Name and Title of Authorized Official

Ben Nugent
Signature

For CETA Approval Only:

Fiscal Officer — Date 12-26-79

CETA Director — Date 1-9-80

YC 106 (10-79)

POSITION LISTING

Title II-D

WASHINGTON FIRE PROTECTION DISTRICT

POSITIONS	Salary 3-30-79 to 9-30-79	Benefits 9-30-79	Total
1 Clerk Dispatcher	$4,980.57	$ 559.00	$5,539.57

COUNTY OF YOLO

RECEIVED FEB 14 1980 P Ct 8.25

Blk.

Subgrant Signature Sheet

8000 3054

Title II-B

Agreement/ Subgrant No. 80-43

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State of California Employment Development Department

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and State of California Employment Development Department hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

FEB 14 1980

PETER McNAMEE, Clerk

By Lubie Maidlow Deputy

Program	: Targeted Job Tax Credit (TJTC) Program
Mailing Address	: 114 W. Main Street
City	: Woodland, CA Phone: 6662-8681
Program Director:	Roger Baldwin

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 01, 1979.

The term of the SUBGRANT shall end on September 30, 1980.

The total amount of the SUBGRANT is $9,998.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: [signature]	By Signature: [signature]
Name and Title: DAVID NAIDLER, Administrator, Northern Region	Date: 2/4/80
Name and Title: TWYLA J. THOMPSON, Chairman, Yolo County Board of Supervisors	Date: JAN 8 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the State of California Employment Development Department hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The State of California Employment Development Department is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Narrative

(g) Operating Budget

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1979, and shall end September 30, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 9,998, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

//////

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUB-GRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 80-43.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

X Twyla J. Thompson
(Signature of Authorized Officer)

TWYLA J. THOMPSON, Chairman
Yolo County Board of Supervisors
(Title of Authorized Officer)

State of California
Employment Development Department
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

DAVID NAIELLS
Administrator
Northern Region

19
(Date)

(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Employment Development Department
Northern Region
P. O. Box C-9925
Sacramento, CA 95823
(Legal Name of SUBGRANTEE)

2/4 1980
(Date)

(Signature of Authorized Officer)

DAVID NAZELLE
Administrator
Northern Region
(Title of Authorized Officer)

TARGETED JOB TAX CREDIT PROGRAM

CONTRACT NARRATIVE

EMPLOYMENT DEVELOPMENT DEPARTMENT

The Revenue Act of 1978 (PL 95-600, approved Nov. 6, 1978) established the Targeted Jobs Tax Credit (TJTC) replacing the Vocational Rehabilitation Tax Credit and the Jobs Tax Credit, which expired December 31, 1978, and modifying the WIN and Welfare Tax Credits which continue in force.

TJTC is an elective tax credit that applies to wage costs incurred by firms between January 1, 1979, and December 21, 1980, for certified employees hired after September 26, 1978. The credit is equal to 50 percent of first year wages up to $6,000 and 25 percent of second year wages up to $6,000 for each eligible employee, the maximum allowable credit for the first year is $3,000, while the maximum allowable credit is $1,500 for the second year.

Because TJTC offers greater potential savings to employers than former tax credit programs, it is probable that employer interest will be immediate and widespread. One Employment and Claims Assistant (full time) and one Employment Development Officer I (half time) will perform the functions funded under this subcontract. Time will be charged to TJTC activities as necessary. The Employment Development Department (EDD) will be responsible for determining applicant eligibility for the following targeted groups:

A. Economically Disadvantaged Youth (Must meet both of the following criteria:

   1. an individual who is at least age 18 but not yet age 25 on the hiring date and
   2. is a member of an economically disadvantaged family.

"Economically Disadvantaged" Defined

A family is economically disadvantaged if, during the six months immediately preceding the month in which the hiring date occurs, the family income is less than 70 percent of the BLS lower living standard on an annualized basis. OMB Poverty guidelines cannot be used to determine economically disadvantaged status. Other characteristics which would constitute economically disadvantaged status for CETA purpose do not apply (CRB 99-79).

B. Economically Disadvantaged Vietnam-Era Veterans (Must meet all of the following four criteria):

1. an individual who is less than age 35 on the hiring date, and
2. is a member of an economically disadvantaged family, and
3. who, during the 60-day period ending on the hiring date, has not had any day of extended active duty* in the Armed Forces of the United States, and
4. has served on active duty (other than for training) in the Armed Forces of the U nited States for a period of more than 180 days, any part of which occurred in the Vietnam-Era**

   or

   has been discharged or released from active duty in the Armed Forces of the United States for a service-connected disability if any part of such service occurred in the Vietnam-Era**

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*Extended active duty means a period of more than 90 days during which the individual was on active duty other than for training.

**Vietnam-Era - after August 4, 1964, and before May 8, 1975.

C. Economically Disadvantaged Ex-Convict (Must meet all of the following three criteria):

1. an individual who is a member of an economically disadvantaged family, and
2. has been convicted of a felony under any Federal or State statute, and
3. whose hiring date is not more than five years after the last date on which he/she was so convicted or released from prison, whichever is later, or the applicant must be currently participating in a work release program.

Requests for a determination of eligibility and issuance of a voucher may be initiated by:

A. An employer for a current employee hired after 9/26/78 or
B. An employer for an individual about to be hired.
C. An unemployed individual who wished to enhance his or her employability by offering prospective employers proof of TJTC eligibility.

Whenever possible, EDD will conduct an in-person eligibility determination interview. When the applicant's work schedule or distance from the EDD office precludes in-person int-erview, the necessary fact-finding may be done by telephone and signatures obtained by mail.

The applicant's eligibility will be based on the standards for his or her particular targeted group. Income and economic status of the targeted groups for which EDD has responsibility will be ascertained in accordance with existing procedures and the eligibility criteria for each target group.

If eligible an Applicant Characteristic Form, DE 8730, Voucher, DE 8731, and a CETA Participant Record Form Y90 will be completed and distributed. The applicant will be given a copy of the voucher and may be referred to a specific employer or may conduct his own or her own job search.

Information on the Y90 and DE 8730 to which the individual has self certified will be verified pursuant to federal requirements. Upon receipt to any information indicating that an individual is ineligible or may be ineligible during the life of his or her voucher, appropriate corrective action will be taken, which may include contacting the applicant for a reinterview, verifying eligibility information with additional sources, and revising or invalidating vouchers.

EDD will also redetermine eligibility and issue another voucher for individuals when that individual was not hired prior to expiration ot their latest voucher. Vouchers issued are valid only until the end of the month in which they are issued.

In addition, EDD will provide outreach to Eastern Yolo County one day a week and Davis one day a week to conduct eligibility determinations, issue vouchers and maintain contact with community based organizations that have TJTC eligibility applicants in their caseloads.

Employers may not claim credit for participants actively participating in CETA OJT programs for which the employer receives federally-funded payments. The employer may, however, take advantage of the credit after the OJT agreement terminates, provided the participant is determined eligible (FM 324-79).

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 [redacted]t Street, Woodland, Californ[redacted] 95695

CETA OPERATING BUDGET

TITLE: II-B CONTRACT NO.

[X] ORGINAL [ ] REVISION NO. DATE December 28, 1979

Subgrantee Name and Address:
Employment Development Department
114 W. Main Street
Woodland, CA 95695

Contact Person: Roger Baldwin
Phone 662-8681
Period: From Oct. 1, 1979 To Sept. 30, 1980
Program Name: TJTC Contract

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.	20				806				826
NOV.	21				806				827
DEC.	21				806				827
JAN.	22				806				828
FEB.	21				807				828
MAR.	40				822				862
APR.	21				820				841
MAY	23				813				836
JUNE	21				812				833
JULY	23				810				833
AUG.	21				808				829
SEPT.	22				806				828
TOTAL	276				9,722				9,998

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.	20					806		826
NOV.	21					806		827
DEC.	21					806		827
JAN.	22					806		828
FEB.	21					807		828
MAR.	40					822		862
APR.	21					820		841
MAY	23					813		836
JUNE	21					812		833
JULY	23					810		833
AUG.	21					808		829
SEPT.	22					806		828
TOTAL	276					9,722		9,998

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

DAVID MARTIN
Administrator
Northern Region
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 12-30

CETA Director — Date 1-9-80

SUBGRANTEE'S NAME AND ADDRESS

Employment Development Department
114 W. Main Street
Woodland, CA 95695

OPERATING BUDGET
CONTRACT NO. _____

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	0				
SALARIES & WAGES	198	16	17	16	17
FRINGE BENEFITS	64	4	4	5	5
FICA	10	0	0	1	1
Workers' Compensation	1				
Retirement	38	3	3	3	3
Health & Life Insurance	13	1	1	1	1
Unemployment Compensation Insurance	2				
TRAVEL/TRAINING	0				
Mileage Reimbursement	0				
Out-of-Town Travel/Training	0				
CONSULTANT & PROFESSIONAL SERVICES	0				
Bookkeeping	0				
Legal	0				
Program Technical Assistance	0				
SPACE COST	4				
Rental of Land & Buildings	4				
Utilities	0				
Janitorial Services	0				
Repairs to Buildings	0				
CONSUMABLE SUPPLIES	2				
Office Supplies	2				
Cleaning & Janitorial Supplies	0				
COMMUNICATION COST	6				
Telephone & Telegraph	6				
Postage	0				
OTHER COST	0				
Photocopy & Xerox	0				
Rental - Office Equipment	0				
Maintenance & Repair - Equipment	0				
Fiduciary & General Insurance	0				
EQUIPMENT	2				
Office Equipment	2				
Office Furniture & Fixtures	0				
TOTAL	276	20	21	21	22

DMINISTRATION

PERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Employment Development Department
114 W. Main Street
Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
16	17	16	17	16	17	16	17
5	9	5	6	5	6	5	5
1	1	1	1	1	1	1	1
	1						
3	3	3	4	3	4	3	3
1	2	1	1	1	1	1	1
	2						
	4						
	4						
	2						
	2						
	6						
	6						
	2						
	2						
21	40	21	23	21	23	21	22

SUBGRANTEE'S NAME AND ADDRESS

Employment Development Department
114 W. Main Street
Woodland, CA 95695

OPERATING BUDGET

CONTRACT NO. _____

SERVICES TO CLIENTS	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES	0				
Basic	0				
Dependents	0				
Incentive	0				
Other Additional	0				
FRINGE BENEFITS	0				
Health-Accident Insurance	0				
SERVICES	9,722	806	806	806	806
Staff Salaries	6,586	548	548	548	548
Staff Fringe Benefits	2,108	175	175	175	175
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies	76	6	6	6	6
Telephone	202	16	16	16	16
Transportation	571	47	47	47	47
Child Care					
Medical Assistance					
Rent Assistance	143	11	11	11	11
Bonding Assistance					
Rental - Equipment	0				
Office - Equipment	36	3	3	3	3
Unclassified Services Cost					
TOTAL - SERVICES TO CLIENTS	9,722	806	806	806	806

SERVICES TO CLIENTS

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Employment Development Department
114 W. Main Street
Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
807	822	820	813	812	810	808	806
548	550	550	550	550	549	549	548
176	176	176	177	176	176	176	175
6	8	8	6	6	6	6	6
16	21	21	16	16	16	16	16
47	51	48	48	48	47	47	47
11	13	14	13	13	13	11	11
3	3	3	3	3	3	3	3
807	822	820	813	812	810	808	806

RECEIVED DEC 3 1979

WORKSHEET TO DEVELOP EDD STAFF AND RELATED COSTS – Page 1

CETA 26 No. _____

CETA PROJECT DATA:

Prime Sponsor: Yolo

Activities: TJTC

EDD Unit: Woodland

Project Code: 530

Period of Activity: 10/1/79 - 9/30/80

WORKSHEET DATA:

Date Prepared: 12/3/79

Prepared By: Baldwin

Phone No. ATSS (PUBLIC) 662-8681

Date of EDD Pricing Schedule: 8/24/79

Salary Step Used: Actual X Average _____

COST ITEMS *Cost categories used on prime sponsor budgets.	COLUMN I ADMINISTRATION*	COLUMN II SERVICES*	COLUMN III CURRENT MONTH TOTALS	COLUMN IV TOTALS TO DATE
1. Direct Personal Services Costs: (From CETA 25 or CETA 5)				
a. Administrative Salary Cost	$			
b. Services Salary Cost		$ 6586		
c. Total Direct Personal Services Costs. (1a plus 1b = 1c)			$	$
2. Indirect Supportive Costs for Fiscal and Personnel Management:				
a. 3% of Column I, Line 1a	$			
b. 3% of Column II, Line 1b	$ 198			
c. Total Indirect Personal Services Costs. (2a plus 2b = 2c)			$	$
3. Total Personal Services Costs:				
a. Total of 1 and 2 above	$ 198	$ 6586	$	$
4. Personnel Benefits: Multiply Line 3a, Columns I and II by each percentage)				
a. Social Security (5.08 %)	$ 10	$ 335		
b. Retirement 18.94%	38	1247		
c. Health Insurance 5.92 %	12	390		
Unemployment Ins. (1.05%)	2	69		
d. Worker's Compensation (.66 %)	1	44		
Disability Ins. (.35%)	1	23		
e. Total Personnel Benefit Cost (32%)	$ 64	$ 2108	$	$
5. Nonpersonal Service Costs Multiply Line 3a, Columns I and II by applicable percentages from the subgrant				
a. Supplies 1.16 %	$ 2	$ 76	$	$
b. Communications (3.07 %)	6	202		
c. Equipment Rent (0 %)	0	0		
d. Equipment Expense (.55 %)	1 2	36		
e. Premise Expense (2.17 %)	4	143		
f. Total Allocated NPS Costs (6.95%)	$ 14	$ 457	$	$
Page Subtotal	$ 276	$ 9151	$	$

CETA 26 Rev. 3 (6-78)

COST ITEMS *Cost categories used on prime sponsor budgets.	COLUMN I ADMINISTRATION*	COLUMN II SERVICES*	COLUMN III CURRENT MONTH TOTALS	COLUMN TOTALS TO DATE
6. Special Budgeted Nonpersonal Service Costs: (From CETA 8, CETA 9, and CETA 73)				
a. Postage	$		$	$
b. Staff Travel:				
Staff Travel from DE 262's or CETA 8 Form .289x.12x12	$	$ 571	$	$
EDD State cars from CETA 73 Form..	$	$	$	$
General Services pool cars	$	$	$	$
c. EDD Payment System Costs				
Explain				
	$		$	$
d. Participant Supportive Services				
		$		
			$	$
e. Other – Allocate to Appropriate Category				
	$	$	$	$
f. Other Funds EDD Will Distribute:				
OJT – Employer Reimbursement Subcontracts		$		
Work Experience – Wages and Fringe Benefits				
Classroom Training – Allowances, Incentive, etc.				
Classroom Training – Subcontracts..				
Subtotal			$	$
g. Total Special Budgeted Items (Total a through f, above)	$	$	$	$
7. Total EDD Staff and Related Costs Total of Lines 3a, 4e, 5f, and 6g)	$ 276 2.8 %	$ 9722 97.2 %	$ 9998 100%	$

REMARKS

Project Manager

12/3/79
Date

WOODLAND #1160
Office

662-8681
Phone

CETA 26 Rev. 3 (6-78)

[illegible] PERSONNEL SERVICE COSTS

Line No. 1	Employee Name/ Class Description 2	Actual Salary Step 3	Hourly Rate 4	Administrative Number of Hours 5	Administrative Cost 6	Service to Clients Number of Hours 7	Service to Clients Cost 8
	EDA	5	8.27			480	3970
	EPR II	5	10.90			240	2616
9	TOTAL THIS PAGE						6586
10	GRAND TOTAL						6586

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Employment Development Department
Northern Region
P. O. Box C-9925
Sacramento, CA 95823

Name of Subgrantee

Authorized Signature

Date

BK

MODIFICATION # AGREEMENT NO. 80-44

REQUEST FOR MODIFICATION TO AGREEMENT # 79-357 REQUEST DATE 1-8-80

CETA TITLE: IV YCCIP CORRESPONDS TO ANNUAL PLAN MOD # 001

PROGRAM NAME: Yolo County Superintendent of Schools

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 9,011 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The general intent of this modification is to: 1) increase funds to allow for an additional Youth Conservation Trainee and related payroll and services costs and 2) to move all administrative funds out of this contract and into another which pools all administrative funds from all titles and subparts.

MODIFICATION

The attached operating budget and enrollment and termination plan supersede those currently in the contract.

$51,137
New grant total and fixed price

Forrest L Honrold 80/01/18
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

FILED
JAN 23 1980
PETER McNAMEE, Clerk
By Deputy

Recommendation of the MAPC [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

[ ] Request for modificaiton denied

[X] Request for modificaiton approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Tinsley J. Thompson JAN 8 - 1980
Signature of Authorized Officer Date

10-1-79
Effective date of modification

[redacted] RECEIVED DEC 5 1979

[ ] ORIGINAL [x] REVISION NO. 1 DATE December 4, 1979

Subgrantee Name and Address:
Yolo County Supt. of Schools
313 Fourth Street
Woodland, CA 95695

Contact Person Jesus M. Moreno
Phone 666-0925 Contract No. 79-357
Period: From 10/1/79 To 9/30/80
Program Name IV YCCIP

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL								

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.	-0-		-0-	-0-		-0-	-0-
NOV.	127		2,645	172		-0-	2,944
DEC.	127		3,248	212		350	3,937
JAN.	127		4,365	284		350	5,126
FEB.	127		3,770	246		350	4,493
MAR.	127		4,166	271		350	4,914
APR.	127		4,365	284		350	5,126
MAY	127		4,166	271		350	4,914
JUNE	127		4,166	271		350	4,914
JULY	127		4,379	285		350	5,141
AUG.	127		4,166	271		350	4,914
SEPT.	132		3,968	260		354	4,714
TOTAL	1,402		43,404	2,827		3,504	51,137

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

JESUS M. MORENO DIRECTOR
Name and Title of Authorized Official

Jesus M. Moreno 12-5-79
Signature Date

For CETA Approval Only:

Josh A. Borja 1-8-80
Procurement Date

Laurence L. Gibson Jr. 1-7-80
Principal Administrative Analyst Date

CETA 128 (12-78)

RECEIVED DEC 5 1979

Yolo Co[illegible]y Supt. of Schools

313 Fourth Street # 2

Woodland, CA 95695

OPERATING BUDGET

CONTRACT NO. _____

ADMINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
xxxxxxxxxxx Payroll Service	1,402	-0-	127	127	127
SALARIES & WAGES					
FRINGE BENEFITS					
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Ins.					
TRAVEL					
Mileage Reimbursement					
Out-of-Town Travel					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Tech. Assist.					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair -Equipment					
Fid. & Gen. Insurance					
Util. Expenses					
EQUIPMENT					
Office Equipment					
Office Furniture & Fix.					
TOTAL	1,402	-0-	127	127	127

RECEIVED DEC 5 1979

Yolo County Supt. of Schools
313 Fourth Street
Woodland, CA 95695

CONTRACT NO.

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
127	127	127	127	127	127	127	132

RECEIVED DEC 5 1979

SUBGRANTEE NAME AND ADDRESS

Yolo County Supt. of Schools

313 Fourth Street

Woodland, CA 95695

OPERATING BUDGET

CONTRACT NO.

WORK EXPERIENCE	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES	43,404	0	2,645	3,248	4,365
FRINGE BENEFITS	2,827	0	172	212	284
F.I.C.A.					
Workers' Comp. Ins.					
P.S.E. (Uniforms, Supplies, etc.)					
Other					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Crt. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Oth. Training Cost					
SERVICES					
Staff Salaries	3,504	0	0	350	350
Staff Fringe Benefits	2,695			270	270
Staff Travel	809			80	80
Special Program Tech. Assist.					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Oth. Services Cost					
WORKSITE SUPERVISION (PLOTP ONLY)					
Staff Salaries					
Staff Fringe					
Staff Travel					
Special Program Tech. Assist					
Space Cost					
Supplies					
Telephone					
Rental Equipment					
Office Equipment					
Oth. Supervision Cost					
TAL NON-ADMINISTRATIVE COST	49,735	-0-	2,817	3,810	4,999
MINISTRATIVE COST					
TAL - WORK EXPERIENCE					

1061 (rev. 10/76)

RECEIVED DEC 5 1979

CONTRACT NO.

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
3,770	4,166	4,365	4,166	4,166	4,379	4,166	3,968
246	271	284	271	271	285	271	260
350	350	350	350	350	350	350	354
270	270	270	270	270	270	270	265
80	80	80	80	80	80	80	89
4,366	4,787	4,999	4,787	4,787	5,014	4,787	4,582

04d (rev. 10/78)

Subgrantee's Name and Address

Yolo County Supt. of Schools

313 Fourth Street # 2

Woodland, CA 95695

Phone 666-0925

RECEIVED DEC 5 1979

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGET

Positions and Salaries Schedule

Period From _____ To _____

Contract No. _____

Title/Subtitle _____

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA-TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATIVE CO				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
[redacted] Frame Youth Training Asst.	790	34	10	2,695		2,695		2,695			2,695		
TOTAL													

[redacted]NROLLMENT AND TERMINATION PL[redacted]

Monthly Schedule

Title IV YCCIP

Program: Yolo County Superintendent of Schools Economic Opportunity Commission of Yolo County	☐ Original	☒ Revision # 001
Fiscal Year: 1980	Date 12-31-79	Annual Plan Mod. # 001

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	7	8	8	8	9	10	10	11	11	11	11	11
B. Total Enrollments by Month.....	7	1	0	0	1	1	0	1	0	0	0	0
1. New Enrollment.....	7	1	0	0	1	1	0	1	0	0	0	0
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....	0											
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations	0	1	1	1	2	3	3	4	4	4	4	11
D. Total Terminations by Month.....	0	1	0	0	1	1	0	1	0	0	0	7
1. Entering Employment.....												4
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....												4
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....												3
a. School.....												3
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....	0	1	0	0	1	1	0	1	0	0	0	0
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)	7	7	7	7	7	7	7	7	7	7	7	0

*Please note - The enrollment plan is based upon one enrollment for each termination that occurs during the course of the program. The number of terminations and their timing is an estimate. Do not enroll one person in February just because the plan says so. Enrollments should instead coincide with terminations in order to keep the current enrollment at the level indicated in Section E.

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YCCIP

Program: Yolo County Superintendient of Schools and Economic Opportunity Commission of Yolo County, Inc.	[ ] Original	[X] Revision # 001
Fiscal Year: 1980	Date:	Annual Plan Mod. # 001

ENROLLMENTS AND TERMINATIONS	%	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
I. Total Cumulative Enrollments		7	8	8	8	9	10	10	11	11	11	11	11
II. Significant Segment Enrollment - Cumulative	100%												
A. Male	70	5	6	6	6	6	7	7	8	8	8	8	8
B. Female	30	2	2	2	2	3	3	3	3	3	3	3	3
C. 19 and Under	100	7	8	8	8	9	10	10	11	11	11	11	11
D. 20 - 21	0												
E. 22 - 44	0												
F. 45 - 54	0												
G. 55 and Over	0												
H. White-not Hispanic	30	2	2	2	2	3	3	3	3	3	3	3	3
I. Black-not Hispanic	10	1	1	1	1	1	1	1	1	1	1	1	1
J. Hispanic	60	4	5	5	5	5	6	6	7	7	7	7	7
K. American Indian	0												
L. Asian-Pacific Islander	0												
III. Target Groups													
A. High School Dropout	60	4	5	5	5	5	6	6	7	7	7	7	7
B.													
C.													
D.													
E.													
F.													
G.													
H.													
I.													
J.													
K.													
L.													

BK

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MODIFICATION

AGREEMENT NO. 80-45

REQUEST FOR MODIFICATION TO AGREEMENT # 79-356 REQUEST DATE 1-8-80

CETA TITLE: IV YCCIP CORRESPONDS TO ANNUAL PLAN MOD # 001

PROGRAM NAME: Economic Opportunity Commission of Yolo County, Inc.

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 2,731 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The general intent of this modification is to: 1) add funds to the contract for additional administrative and supplies costs, and 2) adjust enrollment and termination data to reflect an additional Youth Conservation Trainee.

MODIFICATION

The attached operating budget, enrollment and termination plan, and nonfinancial agreement supercede those currently in the contract.

$18,950
New grant total and fixed price

Signature of program operator

1/23/80
Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

FILED

JAN 30 1980

PETER McNAMEE, Clerk

Recommendation of the MAPC By Bobbie Miyahara Deputy [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

[ ] Request for modificaiton denied

[X] Request for modificaiton approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Lynda J. Thompson JAN 8 - 1980

Signature of Authorized Officer Date

11-1-79

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: III

CONTRACT NO.

[X] ORGINAL [ ] REVISION NO. DATE 10-1-79

Subgrantee Name and Address:
EOCYC, INC
442 College Street
Woodland, CA 95695

Contact Person: Audrey Smith
Phone 666-0981
Period: From 10-1-79 To 9-30-80
Program Name: YCCIP

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.	218			1,394					$1,612
NOV.	218			1,894					2,112
DEC.	218			1,294					1,512
JAN.	218			1,294					1,512
FEB.	218			1,294					1,512
MAR.	218			1,294					1,512
APR.	218			1,394					1,612
MAY	218			1,294					1,512
JUNE	218			1,294					1,512
JULY	218			1,294					1,512
AUG.	218			1,294					1,512
SEPT.	219			1,299					1,518
TOTAL	2,617			16,333					18,950

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.	218				407	100	887	1,612
NOV.	218				407	600	887	2,112
DEC.	218				357	50	887	1,512
JAN.	218				357	50	887	1,512
FEB.	218				357	50	887	1,512
MAR.	218				357	50	887	1,512
APR.	218				357	50	887	1,512
MAY	218				357	150	887	1,612
JUNE	218				357	50	887	1,512
JULY	218				357	50	887	1,512
AUG.	218				357	50	887	1,512
SEPT.	219				362	50	887	1,518
TOTAL	2,617				4,389	1,300	10,644	18,950

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Audrey L. Smith, Executive Director
Name and Title of Authorized Official

Audrey L. Smith
Signature

For CETA Approval Only:

Jack A. Borges — 12-26-79
Fiscal Officer — Date

Lawrence L. Clanton Jr — 1-4-80
CETA Director — Date

C 106 (10-79)

SUBGRANTEE'S NAME AND ADDRESS

EOCYC, Inc

OPERATING BUDGET

CONTRACT NO. _____

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	2,256	188	188	188	188
SALARIES & WAGES	361	30	30	30	30
FRINGE BENEFITS					
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Insurance					
TRAVEL/TRAINING					
Mileage Reimbursement					
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT					
Office Equipment					
Office Furniture & Fixtures					
TOTAL	2,617	218	218	218	218

ADMINISTRATION

SUBGRANTEE'S NAME AND ADDRESS

EOC[redacted] Inc.

OPERATING BUDGET

CONTRACT NO. _____

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
188	188	188	188	188	188	188	188
30	30	30	30	30	30	30	31

OPERATING BUDGET

CONTRACT NO._____

SUBGRANTEE'S NAME AND ADDRESS

EOC/C, Inc.

WORK EXPERIENCE	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
TRAINING	4,389	407	407	357	357
Staff Salaries	3,046	253	253	253	253
Staff Fringe Benefits	487	41	41	41	41
Staff Travel					
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies	756	63	63	63	63
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment	100	50	50		
Unclassified Training Cost					
SERVICES	1300	100	600	50	50
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies	1,300	100	600	50	50
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
WORKSITE SUPERVISION (YCCIP ONLY)	10,644	887	887	887	887
Staff Salaries	8,400	700	700	700	700
Staff Fringe	1,344	112	112	112	112
Staff Travel					
Special Program Technical Assistance					
Space Cost	900	75	75	75	75
Supplies					
Telephone					
Rental Equipment					
Office Equipment					
Unclassified Supervision Cost					
TAL - WORK EXPERIENCE	16,333	1,394	1,894	1,294	1,294

ORK EXPERIENCE

PERATING BUDGET

ONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

EOCYC, Inc.

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
357	357	357	357	357	357	357	362
253	253	253	253	253	253	253	263
41	41	41	41	41	41	41	36
63	63	63	63	63	63	63	63
50	50	50	150	50	50	50	50
50	50	50	150	50	50	50	50
887	887	887	887	887	887	887	887
700	700	700	700	700	700	700	700
112	112	112	112	112	112	112	112
75	75	75	75	75	75	75	75
1,294	1,294	1,294	1,394	1,294	1,294	1,294	1,299

104d (revised 10/79)

SUBGRANTEE NAME AND ADDRESS

Economic Opportunity
Commission of Yolo County, Inc.

442 College Street

Woodland, California 95695

PHONE (916) 666-0981

YOLO COUNTY EMPLOYMETN AND TRAINING ADMINISTRATION

CETA OPERATING BUDGET

Equipment Schedule

Period From 10-1-79 To 9-30-80

RECEIVED DEC 7 1979

Agreement/Subgrant
Contract No. No. 79-356

TRAINING EQUIPMENT

Q	Description	Usage	Unit Cost	Total
7	Tool belts	This equipment will be used to train participants in the proper use of tools and the importance of exercising proper safety precautions when using various types of tools. The equipment will be used during classroom training sessions and on the job.	2.69	18.83
7	Claw hammers		12.25	85.75
7	Tape Measures		5.00	35.00
7	Phillip Screwdrivers		1.89	13.23
7	Standard Screwdrivers		1.89	13.23
7	Carpenter Pencils		.80	5.60
7	Safety Helmets		5.69	39.83
7	Pairs of Cotton Gloves		1.19	8.33
7	Pairs of Overalls		15.49	108.43
2	Claw Hammers (Rough)		7.00	14.00
2	Crow Bars		11.25	22.50
2	Nail Pullers		7.95	15.90
2	Carpenter Levels			9.27
2	Chalk Lines			3.49
1	Safety Goggles			11.08
	TOTAL			404.47

ROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YCCIP

Program: Yolo County Superintendent of Schools Economic Opportunity Commission of Yolo County	☐ Original	☒ Revision # 001
Fiscal Year: 1980	Date 12-31-79	Annual Plan Mod. # 001

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	7	8	8	8	9	10	10	11	11	11	11	11
B. Total Enrollments by Month.....	7	1	0	0	1	1	0	1	0	0	0	0
1. New Enrollment.....	7	1	0	0	1	1	0	1	0	0	0	0
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....	0											
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations	0	1	1	1	2	3	3	4	4	4	4	11
D. Total Terminations by Month.....	0	1	0	0	1	1	0	1	0	0	0	7
1. Entering Employment.....												4
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....												4
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....												3
a. School.....												3
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....	0	1	0	0	1	1	0	1	0	0	0	0
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)	7	7	7	7	7	7	7	7	7	7	7	0

*Please note - The enrollment plan is based upon one enrollment for each termination that occurs during the course of the program. The number of terminations and their timing is an estimate. Do not enroll one person in February just because the plan says so. Enrollments should instead coincide with terminations in order to keep the current enrollment at the level indicated in Section E.

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YCCIP

Program: Yolo County Superintendient of Schools and Economic Opportunity Commission of Yolo County, Inc.	[ ] Original	[X] Revision # 001
Fiscal Year: 1980	Date:	Annual Plan Mod. # 001

ENROLLMENTS AND TERMINATIONS	%	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
I. Total Cumulative Enrollments		7	8	8	8	9	10	10	11	11	11	11	11
II. Significant Segment Enrollment - Cumulative	100%												
A. Male	70	5	6	6	6	6	7	7	8	8	8	8	8
B. Female	30	2	2	2	2	3	3	3	3	3	3	3	3
C. 19 and Under	100	7	8	8	8	9	10	10	11	11	11	11	11
D. 20 - 21	0												
E. 22 - 44	0												
F. 45 - 54	0												
G. 55 and Over	0												
H. White-not Hispanic	30	2	2	2	2	3	3	3	3	3	3	3	3
I. Black-not Hispanic	10	1	1	1	1	1	1	1	1	1	1	1	1
J. Hispanic	60	4	5	5	5	5	6	6	7	7	7	7	7
K. American Indian	0												
L. Asian-Pacific Islander	0												
III. Target Groups													
A. High School Dropout	60	4	5	5	5	5	6	6	7	7	7	7	7
B.													
C.													
D.													
E.													
F.													
G.													
H.													
I.													
J.													
K.													
L.													

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

AGREEMENT NO. 80-46

REQUEST FOR PROGRAM MODIFICATION
Yolo County Office of Education - Project MOVE

DATE
December 29, 1979

Title: IV YETP	Modification Number	Contract Number
Program: Washington-area YETP Program	001 (First)	79-354

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 10,229 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The Prime Sponsor received additional funds with the final allocation of Title IV YETP monies. In the FY 1980 funding cycle, the MAPC recommended that the East Yolo area receive some additional funds snould they become available. The modification will increase the Washington program by 23 participants. This modification also makes administrative provisions to delete administrative costs from individual contracts in order to form an administrative cost pool for Project MOVE.

FILED

JAN 23 1980

PETER McNAMEE, Clerk

By Vicki Miyabara
Deputy

MODIFICATION

Total amount of original contract : $85,406 } $76,866
Total original contract administrative costs deleted for cost pool: 8,540 }
Total new money available for modification : 20,859 } $18,769
Total administration costs deleted for cost pool : 2,090 }
Total amount of new contract (76,866 + 18,769) = $95,635
(Total participant wages, allowances, and fringes: $69,096 Total program services: $26,539)

$95,635
New grand total and fixed price

Forrest L Honnold 80/01/18
Signature of program operator Date

Signature Date

Recommendation of Yolo County Employment & Training Administration: [X] Approved [ ] Disapproved

The MAPC and the staff have both reviewed this modification and recommend approval.

Signature Date

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

JAN 8 - 1980

X _____
Signature of Authorized Officer Date

10-1-79
Effective date of modification

NONFINANCIAL AGREEMENT

The portions of the budget which are paid directly to program participants and pay the Workers' Compensation for program participants, the 2% portion for program participant payroll adminstrative costs, and the 5% portion for services provided to the program by Project M.O.V.E., shall constitute a non-financial portion of this agreement. The contractual amount is $18,950. The non-financial agreement amount is $51,137.

Approved for the Subgrantee

(Signature of Authorized Officer)

Economic Opportunity Commission of Yolo County Inc.

(Legal Name of Subgrantee)

1-23-80

(Date)

Approved for the Prime Sponsor

(Signature of Authorized Officer)

TWYLA J. THOMPSON, Chairman
Yolo County Board of Supervisors

JAN 8 - 1980

(Date)

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV

Program: Project MOVE	☐ Original ☒ Revision # 01
Fiscal Year: 1979 - 1980	Date Annual Plan Mod. #

YETP/Washington

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	15	15	20	26	28	30	30	30	30			45
B. Total Enrollments by Month.....	15	0	5	6	2	2						15
1. New Enrollment.....	15	0	5	6	2	2						15
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....												
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations			5	5	7	9	9	9	30			
D. Total Terminations by Month.....			5	0	2	2			21			
1. Entering Employment.....												
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....									6			
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....			2		2	1			10			
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....			(2)						(8)			
4. Other.....			3			1			5			
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)	15	15	15	21	21	21	21	21	0			15

500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IV

CONTRACT NO.

[ ] ORGINAL [x] REVISION NO. 1

DATE December 27, 1979

Subgrantee Name and Address:

Yolo County Supt. of Schools

313 Fourth Street

Woodland, CA 95695

Contact Person: Jesus M. Moreno

Phone 666-0925

Period: From 10/1/79 To 9/30/80

Program Name: YETP Washington

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.							8,694		8,694
NOV.							9,126		9,126
DEC.							9,126		9,126
JAN.							10,481		10,481
FEB.							10,497		10,497
MAR.							10,497		10,497
APR.							10,497		10,497
MAY							10,497		10,497
JUNE							-0-		-0-
JULY							-0-		-0-
AUG.							-0-		-0-
SEPT.							16,220		16,220
TOTAL							95,635		95,635

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.		995	5,836	264		1,599		8,694
NOV.		1,089	6,113	254		1,670		9,126
DEC.		1,089	6,113	254		1,670		9,126
JAN.		1,296	6,302	250		2,633		10,481
FEB.		1,296	6,302	250		2,649		10,497
MAR.		1,296	6,302	250		2,649		10,497
APR.		1,296	6,302	250		2,649		10,497
MAY		1,296	6,302	250		2,649		10,497
JUNE		-0-	-0-	-0-		-0-		-0-
JULY		-0-	-0-	-0-		-0-		-0-
AUG.		-0-	-0-	-0-		-0-		-0-
SEPT.		1,294	6,302	253		8,371		16,220
TOTAL		10,947	55,874	2,275		26,539		95,635

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

JESUS M MORENO PROJECT DIRECTOR
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 1-2-80

CETA Director — Date 1-8-80

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Dept. of Schools

313 Fourth Street

Woodland, CA 95695

CAREER EMPLOYMENT EXPERIENCE (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES *	55,874	5,836	6,113	6,113	6,302
FRINGE BENEFITS *	2,057	245	233	233	224
F.I.C.A.					
Workers' Compensation Insurance	2,057	245	233	233	224
Other					
ALLOWANCES *	10,947	995	1,089	1,089	1,296
Basic	10,947	995	1,089	1,089	1,296
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS *	218	19	21	21	26
Workers' Compensation Insurance	218	19	21	21	26
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES	26,539	1,599	1,670	1,670	2,633
Staff Salaries	12,255	1,058	1,058	1,058	1,514
Staff Fringe Benefits	3,922	315	319	319	495
Staff Travel	2,246	153	105	105	314
Special Program Technical Assistance					
Space Cost	784	73	153	153	68
Supplies	600	-0-	8	8	84
Telephone	1,000	-0-	27	27	158
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost	5,732				
TOTAL - CAREER EMPLOYMENT EXPERIENCE	95,635	8,694	9,126	9,126	10,481

YOUTH EMPLOYMENT EXPERIENCE (YETP ONLY)

OPERATING BUDGET

CONTRACT NO. :

SUBGRANTEE'S NAME AND ADDRESS
Yolo County S[redacted] of Schools
313 Fourth Street
Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
6,302	6,302	6,302	6,302	-0-	-0-	-0-	6,302
224	224	224	224	-0-	-0-	-0-	226
224	224	224	224	-0-	-0-	-0-	226
1,296	1,296	1,296	1,296	-0-	-0-	-0-	1,294
1,296	1,296	1,296	1,296	-0-	-0-	-0-	1,294
26	26	26	26	-0-	-0-	-0-	27
26	26	26	26	-0-	-0-	-0-	27
2,649	2,649	2,649	2,649	-0-	-0-	-0-	8,371
1,514	1,514	1,514	1,514	-0-	-0-	-0-	1,511
495	495	495	495	-0-	-0-	-0-	494
314	314	314	314	-0-	-0-	-0-	313
68	68	68	68	-0-	-0-	-0-	65
100	100	100	100	-0-	-0-	-0-	100
158	158	158	158	-0-	-0-	-0-	156
							5,732
10,497	10,497	10,497	10,497	-0-	-0-	-0-	16,220

ETC 104g (revised 10/79)

Yolo County Supt. of Schools
313 Fourth Street
Woodland, CA 95695

hone 666-0925

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
CETA OPERATING BUDETING
Positions and Salaries Schedule
Period From 10/1/79 To 9/30/80

Contract No.
Title/Subtitle

SITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA-TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	O.J.T.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
S. Briggs-Youth Special.	995	50	9	4,478		4,478		4,478					
R. Lawyer-Youth Spec. Asst	808	75	9	5,451		5,451		5,451					
Slot-Training Asst.	775	50	6	2,326		2,326		2,326					
TOTAL				12,255 ~~12,325~~		12,255		12,255					

SUBGRANTEE NAME AND ADDRESS

Yolo County Supt. of Schools
313 Fourth Street
Woodland, CA 95695

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Trave Schedule

Period From 10/1/79 To 9/30/80

Contract No. _____

POSITION OF TRAVELING STAFF	MILEAGE REIMBURSEMENT					OUT OF TOWN (ADMIN.)			TOTAL	
	MILES PER WEEK	NO. OF WKS.	COST PER MILE	TOTAL ADMIN.	TOTAL NON-ADMIN.	PROJ. NO. OF TRIPS	COST PER TRIP	TOTAL	ADMIN.	NON-ADMIN.
Youth Specialist	108	39	.20		842					
Youth Specialist Asst.	108	39	.20		842					
Training Asst.	108	26	.20		562					
TOTALS	X	X	X		2,246	X	X			

SUBGRANTEE NAME AND ADDRESS

Yolo County Supt. of Schools
313 Fourth Street
Woodland, CA 95695

CETA - - OPERATING BUDGET

CONTRACT NO.

PARTICIPANTS PAYMENT SCHEDULE

PERIOD FROM 10/1/79 TO 9/30/80

[ ] YCCIP (WORK EXPERIENCE)
[x] YETP (TRAINING)

TRAINING CLASSIFICATION	TOTAL PARTIC.	HRS. PER WEEK	NO. OF WEEKS	TOTAL HOURS	RATE PER HOUR	TOTAL AMOUNT	FEDERAL SHARE
22 Slots WEX	15	30	36	16,200	3.04	49,248	
Additional Slots WEX 1/2 Jan. - May + Sept.	6	30	23	4,140	3.10	12,834	
						62,082	
22 Slots CT	15	6	36	3,240	3.04	9,850	
Additional Slots WEX Jan. - May + Sept.	6	6	23	828	3.10	2,567	
						12,417	
						74,499	
SUB-TOTAL				24,408		74,499	
PHASE IN/OUT/ABSENTEEISM %				90%		7,678	
TOTAL				21,967		66,821	

COUNTY OF YOLO

BK 1

Subgrant Signature Sheet

Title IV YETP

Agreement/ Subgrant No. 80-47

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Yolo County Office of Education - Project MOVE

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Yolo County Office of Education - Project MOVE hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

JAN 23 1980

PETER McNAMEE, Clerk

By RICKIE MIYAHARA Deputy

Program : YETP - MOVE Teenage Parent Education (TAPE) Project

Mailing Address : Project MOVE, 313 Fourth Street

City : Woodland, CA 95695 Phone: 666-0925

Program Director: Jesús M. Moreno

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on January 01, 1980.

The term of the SUBGRANT shall end on September 30, 1980.

The total amount of the SUBGRANT is $28,012.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Forrest L Honnold	By Signature: Sayla J Thompson
Name and Title: FORREST L. HONNOLD, ASST. SUPT., PROJECT ADMINISTRATION	Name and Title: SYLVIA J. THOMPSON, Chairman, Yolo County Board of Supervisors
Date: 80/01/18	Date: JAN 8 - 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of January, 1980, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Yolo County Office of Education - Project MOVE hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Yolo County Office of Education - Project MOVE is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Program Narrative

(g) Enrollment and Termination Plan

(h) Operating Budget

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin January 01, 1980, and shall end September 30, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 28,012, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 80-47.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

Twyla J. Thompson
(Signature of Authorized Officer)

TWYLA J. THOMPSON, Chairman
Yolo County Board of Supervisors
(Title of Authorized Officer)

Yolo County Office of Education - Project MOVE
(Legal Name of SUBGRANTEE)

Forrest L Hounsold
(Signature of Authorized Officer)

JAN. 18 1980
(Date)

ASST. SUPT. PROJECT ADMINISTRATION
(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Yolo County Office of Education-Project MOVE (Legal Name of SUBGRANTEE)

JAN 18 (Date) 1980

Forrest L Honnold
(Signature of Authorized Officer)

ASST. SUPT. PROJECT ADMINISTRATION
(Title of Authorized Officer)

Y.E.T.P. - T.A.P.E. PROJECT

SUMMARY

Project M.O.V.E. and the Tape Program propose to develop and implement a cooperative project for 16 pregnant teenagers, between the ages of 16 and 19, in the eastern and western portions of Yolo County. The project will provide Tape students with a coordinated program of career employment experience to include viable work experience, pre-employment preparation, related classroom instruction, and other pertinent transition services.

DEMONSTRATION OF NEED

While statistics on a local level are difficult to obtain, we do know that there were 227 births to youth between the ages of 15 and 19 in Yolo County in 1978. National statistics show 9 out of 10 girls keep their babies. It is estimated that eighty-five percent go on welfare for total support.

The Tape staff in both East and West Yolo have long recognized a need for the students in their program to be assisted in gaining the skills, knowledge and experience necessary to successfully enter the labor market and gain permanent economic self-sufficiency. It will therefore be the goal of this project to facilitate and enhance the development of each student's maximum employment potential while earning academic credits via participation in the Tape Program. A major emphasis of the program will be to provide the supportive services and encouragement necessary to motivate the students to return to their regular school upon termination from the program.

PROGRAM DESIGN

The basic program design will be a combination of classroom training in conjunction with work experience. The primary activities will include:

1. Coordination with schools and agencies to identify potential program participants.
2. Bimonthly career development workshops (4 hours), provided by Project MOVE.
3. Daily work experience in public sector (2 hours).
4. Classroom instruction in basic educational skills development.
5. Continuous counseling, monitoring, evaluation and follow-up of participants.
6. Provision of supportive services as needed.

Program participants will receive an hourly wage and stipend of $3.10 for each hour of work experience and related classroom instruction. The program will be operated for a period of 37 weeks on an open entry-exit basis, beginning January 7, 1980 and ending September 30, 1980. It is proposed that YETP funds be utilized to operate the program from January, 1980 through May, 1980, and during the month September, 1980. The summer months, June, July

and August will be covered with SYP funds. An important aspect of the summer program, is the inclusion of a six week classroom training course, designed to relate to the basic vocational skills utilized on the work experience sites.

Program participants must meet the eligibility requirements for Project M.O.V.E., in addition to Tape's requirement of being pregnant upon referral. Four to six weeks of maternity leave has been incorporated within the program design. Following delivery, participants can remain in the Tape Program only until the end of the current school semester.

At this time, every effort will be made to encourage the participants to return to their regular schools, as well as transferred to M.O.V.E.'s regular YETP for continued work experience training.

Basic to the program design is a well-developed plan for the provision of child care. Child care will be provided in the Tape Center to minimize transportation difficulties. In addition, the plan includes the participation of the participants to increase and enhance their knowledge and skills in being a responsible parent and supporter.

RESULTS AND BENEFITS EXPECTED

The results and benefits expected to be achieved through the implementation of this project include:

1) Increased knowledge of one's potential to be self-sufficient.

2) Increased awareness of, and exposure to career employment opportunities.

3) Viable work experience in a quality training site.

4) Achievement of academic credit toward high school completion.

5) Acquisition of basic vocational skills transferable to the worksite training experience.

6) Return to their regular high school for continued education and high school completion for 80% of the participants.

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV

Program: Project MOVE	[X] Original [ ] Revision #
Fiscal Year: 1979 - 1980	Date Annual Plan Mod. #

TAPE PROGRAM

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments				16	16	16	16	16	16			24
B. Total Enrollments by Month.....				16								8
1. New Enrollment.....												8
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....												
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations									16			
D. Total Terminations by Month.....									16			
1. Entering Employment.....									2			
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....									2			
d. Indirect (Other).....												
2. Title and Subpart Transfers....									14			
3. Additional Positive.....												
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....												
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)				16	16	16	16	16	0			8

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IV CONTRACT NO. _____

[✓] ORGINAL [ ] REVISION NO. _____ DATE December 26, 1979

Subgrantee Name and Address:
Yolo County Supt. of Schools
313 Fourth Street
Woodland, CA 95695

Contact Person: Jesus M. Moreno
Phone 666-0925
Period: From 1-1-80 To 9-30-80
Program Name: YETP Tape

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.							-0-		-0-
NOV.							-0-		-0-
DEC.							-0-		-0-
JAN.							4,621		4,621
FEB.							4,621		4,621
MAR.							4,621		4,621
APR.							4,621		4,621
MAY							4,621		4,621
JUNE							286		286
JULY							-0-		-0-
AUG.							-0-		-0-
SEPT.							4,621		4,621
TOTAL							28,012		28,012

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.		-0-	-0-	-0-	-0-	-0-		-0-
NOV.		-0-	-0-	-0-	-0-	-0-		-0-
DEC.		-0-	-0-	-0-	-0-	-0-		-0-
JAN.		1,637	1,637	98	569	680		4,621
FEB.		1,637	1,637	98	569	680		4,621
MAR.		1,637	1,637	98	569	680		4,621
APR.		1,637	1,637	98	569	680		4,621
MAY		1,637	1,637	98	569	680		4,621
JUNE		-0-	-0-	-0-	286	-0-		286
JULY		-0-	-0-	-0-	-0-	-0-		-0-
AUG.		-0-	-0-	-0-	-0-	-0-		-0-
SEPT.		1,636	1,636	99	569	681		4,621
TOTAL		9,821	9,821	589	3,700	4,081		28,012

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

JESUS M MORENO PROJECT DIRECTOR
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 12-80

CETA Director — Date 1-8-80

YC 006 (10 78)

OPERATING BUDGET

CONTRACT NO._____

SUBGRANTEE'S NAME AND ADDRESS
Yolo County Supt. of Schools
313 Fourth Street
Woodland, CA 95695

CLASSROOM TRAINING	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES	9,821				1,637
Basic	9,821				1,637
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS	196				32
Workers' Compensation Insurance	196				32
TRAINING	3,700				569
Staff Salaries	3,596				553
Staff Fringe Benefits	104				16
Staff Travel					
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
OTAL - CLASSROOM TRAINING	13,717				2,238

C 104b (revised 10/79)

CLASSROOM TRAINING

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Supt. of Schools

313 Fourth Street

Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
1,637	1,637	1,637	1,637				1,636
1,637	1,637	1,637	1,637				1,636
32	32	32	32				36
32	32	32	32				36
569	569	569	569	286			569
553	553	553	553	278			553
16	16	16	16	8			16
2,238	2,238	2,238	2,238	286			2,241

C 104b (revised 10/79)

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Dept. of Schools

313 Fourth Street

Woodland, CA 95695

WORK EXPERIENCE	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES	9,821				1,637
FRINGE BENEFITS	393				
F.I.C.A.					66
Workers' Compensation Insurance					66
Other	393				
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES	4,081				680
Staff Salaries	2,326				388
Staff Fringe Benefits	837				140
Staff Travel	300				50
Special Program Technical Assistance					
Space Cost	165				28
Supplies	408				66
Telephone	45				8
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
WORKSITE SUPERVISION (YCCIP ONLY)					
Staff Salaries					
Staff Fringe					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Rental Equipment					
Office Equipment					
Unclassified Supervision Cost					
TAL - WORK EXPERIENCE	14,295				2,383

104d (revised 10/79)

WORK EXPERIENCE

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Supt. of Schools

313 Fourth Street

Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
1,637	1,637	1,637	1,637				1,636
66	66	66	66				63
66	66	66	66				63
680	680	680	680				681
388	388	388	388				386
140	140	140	140				137
50	50	50	50				50
28	28	28	28				25
66	66	66	66				78
8	8	8	8				5

Subgrantee's Name and Address

Yolo County Supt. of Schools
313 Fourth Street
Woodland, CA 95695

Phone 666-0925

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDETING

Positions and Salaries Schedule

Period From 1/1/80 To 9/30/80

Contract No.

Title/Subtitle IV

YETP Tape

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA-TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
Jan. - 1/2 June Instructional Aide	4.61	3 hrs. Day	22 Wks.	1,522		1,522		1,522	1,522				
Jan. - 1/2 June Instructional Aide	4.61	3 hrs. Day	22 Wks.	1,521		1,521		1,521	1,521				
September Instructional Aide	4.61	3 hrs. Day	4 Wks.	277		277		277	277				
September Instructional Aide	4.61	3 hrs. Day	4 Wks.	276		276		276	276				
Jan. - May Training Assistant	770.00	50	5	1,925		1,925		1,925			1,925		
Training Assistant	802.00	50	1	401		401		401			401		
TOTAL				5,922		5,922		5,922	3,596		2,326		

SUBGRANTEE NAME AND ADDRESS

Yolo County Supt. of Schools
313 Fourth Street
Woodland, CA 95695

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Trave Schedule

Period From 1/1/80 To 9/30/80

Contract No. _____

IV YETP Tape

POSITION OF TRAVELING STAFF	MILEAGE REIMBURSEMENT					OUT OF TOWN (ADMIN.)			TOTAL	
	MILES PER WEEK	NO. OF WKS.	COST PER MILE	TOTAL ADMIN.	TOTAL NON-ADMIN.	PROJ. NO. OF TRIPS	COST PER TRIP	TOTAL	ADMIN.	NON-ADMIN.
Training Assistant Jan - May & Sept	62.5	24	.20		300					
TOTALS	X	X	X		300	X	X			

SUBGRANTEE NAME AND ADDRESS

Yolo County Supt. of Schools
313 Fourth Street
Woodland, CA 95695

CETA - - OPERATING BUDGET

CONTRACT NO.

PARTICIPANTS PAYMENT SCHEDULE
PERIOD FROM 1/1/80 TO 9/30/80

YETP Tape

☐ YCCIP (WORK EXPERIENCE)
☒ YETP (TRAINING)

TRAINING CLASSIFICATION	TOTAL PARTIC.	HRS. PER WEEK	NO. OF WEEKS	TOTAL HOURS	RATE PER HOUR	TOTAL AMOUNT	FEDERAL SHARE
C.T. January through May	16	10	18	2,880	3.10	8,957	
C.T. September	16	10	4	640	3.10	1,984	
SUB-TOTAL				3,520		10,941	
PHASE IN/OUT/ABSENTEEISM % 10.24				352		1,120	
TOTAL				3,168		9,821	

SUBGRANTEE NAME AND ADDRESS

Yolo County Supt. of Schools
313 Fourth Street
Woodland, CA 95695

CETA - - OPERATING BUDGET

CONTRACT NO.

PARTICIPANTS PAYMENT SCHEDULE

PERIOD FROM 1/1/80 TO 9/30/80

☐ YCCIP (WORK EXPERIENCE)
☒ YETP (TRAINING)

TRAINING CLASSIFICATION	TOTAL PARTIC.	HRS. PER WEEK	NO. OF WEEKS	TOTAL HOURS	RATE PER HOUR	TOTAL AMOUNT	FEDERAL SHARE
WEX January through May	16	10	18	2,880	3.10	8,957	
WEX September	16	10	4	640	3.10	1,984	
SUB-TOTAL				3,520		10,941	
PHASE IN/OUT/ABSENTEEISM % 10.24				352		1,120	
TOTAL				3,168		9,821	

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

YOLO CO. OFFICE OF EDUCATION

Name of Subgrantee

Forrest L Honnold

Authorized Signature

JAN. 18 1980

Date

Bk.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

RECEIVED JAN 2 4 1980

AGREEMENT NO. 80-48

REQUEST FOR PROGRAM MODIFICATION
Winters Joint Unified School District

DATE
December 29, 1979

Title: IV YETP

Modification Number: 001 (First)

Contract Number: 79-353

Program: Youth Employment & Training Program

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 3,065 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The YETP program in Winters originally planned a Vocational Exploration component utilizing both public and private sector employers as worksites. The VEP component's design of rotation is meeting a certain degree of resistence, however, and it is difficult to locally find enough quality worksites. The District has therefore been able to tap the resources at UCD to provide quality worksites for YETP participants.

FILED

JAN 30 1980

PETER McNAMEE, Clerk

By Robin Wingblad Deputy

MODIFICATION

This modification will add $3,065 to the current budget to fund the costs of bus transportation to and from the UCD campus. This is a service cost which will benefit all the participants. The non-financial agreement amount ($63,178) does not change.

$15,803
New grand total and fixed price

Signature of program operator Date 1-17-80

Signature Date

Recommendation of Yolo County Employment & Training Administration: [X] Approved [ ] Disapproved

The MAPC and the staff have both reviewed this modification and recommend approve. The additional funds are available in the final allocation of Title IV YETP money.

Signature Date

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Signature of Authorized Officer JAN 8 - 1980 Date

10-1-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IV

CONTRACT NO.

[ ] ORGINAL [X] REVISION NO. 001

DATE December 29, 1979

Subgrantee Name and Address:
Winters Joint Unified School District
47 Main Street
Winters, CA 95694

Contact Person: William (Bill) Oser
Phone 795-4588
Period: From 10-1-79 To 9-30-80
Program Name: IV - YETP

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.	267						327		594
NOV.	267						327		594
DEC.	267						326		593
JAN.	267						651		918
FEB.	267						651		918
MAR.	267						650		917
APR.	267						683		950
MAY	267						684		951
JUNE	267						1,889		2,156
JULY	267						3,926		4,193
AUG.	267						1,464		1,731
SEPT.	267						1,021		1,288
TOTAL	3,204						12,599		15,803

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.	267				268	59		594
NOV.	267				268	59		594
DEC.	267				267	59		593
JAN.	267				268	383		918
FEB.	267				268	383		918
MAR.	267				267	383		917
APR.	267				300	383		950
MAY	267				301	383		951
JUNE	267				1,456	433		2,156
JULY	267				3,495	431		4,193
AUG.	267				1,033	431		1,731
SEPT.	267				635	386		1,288
TOTAL	3,204				8,826	3,773		15,803

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

WILLIAM H. OSER, DIR., FEDERAL PROJECTS
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 12/5/80

CETA Director — Date 1-9-80

YC 106 (10-79)

SUBGRANTEE'S NAME AND ADDRESS

Winters Joint Unified School District
47 Main Street
Winters, CA 95694

OPERATING BUDGET

CONTRACT NO.

CAREER EMPLOYMENT EXPERIENCE (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Compensation Insurance					
TRAINING	8,826	268	268	267	268
Staff Salaries	4,949	150	150	150	150
Staff Fringe Benefits	104	3	3	3	3
Staff Travel	213	5	5	5	5
Special Program Technical Assistance	600	19	19	19	19
Subcontractor Training Cost					
Classroom Space Cost					
Supplies	2,960	91	91	90	91
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES	3,773	59	59	59	383
Staff Salaries	632	52	52	52	52
Staff Fringe Benefits	76	7	7	7	7
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Transportation	3,065	0	0	0	324
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
TOTAL - CAREER EMPLOYMENT EXPERIENCE	12,599	327	327	326	651

YC 104g (revised 10/79)

AREER EMPLOYMENT EXPERIENCE (YETP ONLY)

PERATING BUDGET

ONTRACT NO.

SUBGRANTEE'S NAME AND ADDRESS

Winters Joint Unified School District

47 Main Street

Winters, CA 95694

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
268	267	300	301	1,456	3,495	1,033	635
150	150	168	168	815	1,957	578	356
3	3	3	3	15	35	10	6
5	5	6	6	29	70	20	12
19	19	21	21	102	245	72	44
91	90	102	103	495	1,188	353	217
383	383	383	383	433	431	431	386
52	52	52	52	52	52	56	56
7	7	7	7	7	7	3	3
324	324	324	324	374	372	372	327
651	650	683	684	1,889	3,926	1,464	1,021

104g (revised 10/79)

...ING BUDGET

...CT NO. _____

Winters Joint Unified School District
47 Main Street
Winters, CA 95694

...NISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
...DIRECT COST					
...ALARIES & WAGES	2,789	232	232	232	232
FRINGE BENEFITS	415	35	35	35	35
FICA	168	14	14	14	14
Workers' Compensation	24	2	2	2	2
Retirement					
Health & Life Insurance	199	17	17	17	17
Unemployment Compensation Ins.	24	2	2	2	2
...RAVEL					
Mileage Reimbursement					
Out-of-Town Travel					
...ONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Tech. Assist.					
...CE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
...NSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
...MMUNICATION COST					
Telephone & Telegraph					
Postage					
...HER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair -Equipment					
...id. & Gen. Insurance					
...ncl. Expenses					
...IPMENT					
...ffice Equipment					
...ffice Furniture & Fix.					
TOTAL	3,204	267	267	267	267

(STATIVE SUBSTITUTE)

ING BUDGET

ACT NO.

Winters Joint Unified School District

47 Main Stree

Winters, CA 95694

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
232	232	232	232	232	232	232	237
35	35	35	35	35	35	35	30
14	14	14	14	14	14	14	14
2	2	2	2	2	2	2	2
17	17	17	17	17	17	17	12
2	2	2	2	2	2	2	2
267	267	267	267	267	267	267	267

RETURN TO: PETE LUCAS
COURTHOUSE

FILED
MAR - 5 1980
PETER McNAMEE, Clerk
By Pete Lucas
Deputy

3624

U U 3624

AGREEMENT NO. 80-49

LAND USE CONTRACT

OFFICIAL RECORDS
YOLO CO. - CALIF.
RECORD REQUESTED BY:
COUNTY OF YOLO
FEB 29 10 41 AM '80
COUNTY RECORDER N/C

THIS LAND USE CONTRACT, made and entered into this 8th day of January, 1980, by and between

TOOBY FARMS, a California Limited Partnership
2500 E. Foothill Blvd., #508
Pasadena, CA 91107

(mailing address)

herinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve #51 by the County by Resolution No. 80-2, which was filed in the Office of the County Recorder of Yolo County on February 15, 1980, and recorded in Volume 1411 of Official Records at Page 146, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

BK. 1412 PAGE 707

(Rev. 4-71)

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Tunis J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

TOOBY FARMS, A California Limited Partnership

by: George Tooby

George Tooby

General Partner

Book 1412 Page 208

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 8, 1980, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Twyla J. Thompson, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

PETER McNAMEE, COUNTY CLERK

BY Pete E. Lucas
Pete E. Lucas, Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19___.

LAURENCE P. HEFFIGAN, COUNTY CLERK

Book 1412 Page 103

(Rev. 4-71)

71 2573

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE

Order No. 78493 Liability $140.00 Fee $40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

TOOBY FARMS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of December 12, 1980@8:00a.m. in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R. H. [illegible] President

By [illegible] Secretary

WESTERN TITLE INSURANCE COMPANY INCORPORATED AUGUST 21, 1972 CALIFORNIA

Please note carefully the liability exclusions and limitations and the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

BOOK 1412 PAGE 710

CLTA GUARANTEE FORM NO. 18 (REV. 6-8-71)

W' ERN TITLE INSURANCE COMP Y

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 78493 Effective Date: July 2, 1979 08:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor Of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1979, with respect to the name(s) of

Title vests in: Tooby Farms, a limited partnership

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL ONE: Lot "D" of the Hennagin Ranch in Section 12, Township 10 North, Range 2 East, M.D.M., according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on October 28, 1919, in Book 4 of Maps and Surveys, at Page 48.

EXCEPTING THEREFROM the East 11.15 acres of said Lot D.

PARCEL TWO: Lots 4, 5, 6, Trant E of the Hennagin Ranch in Section 12, Township 10 North, Range 2 East, M.D.M., according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, in November 10, 1921, in Book 4 of Maps and Surveys at Page 59.

EXCEPTING THEREFROM the Westerly 50 feet as condemned to the County of Yolo, a political subdivision of the State of California in fee for County highway purposes as disclosed by that certain Judgment in Condemnation, dated April 5, 1968, recorded April 10, 1968, in Book 878 of official records, Page 570.

As to a portion of Parcel 1: Assessment Parcel No. 27-020-51.
As to a portion of Parcel 1 and all of Parcel 2: Assessment Parce No. 27-020-52.

THIS PROPERTY SEARCH IS LIMITED TO THE ABOVE DESCRIBED PROPERTY

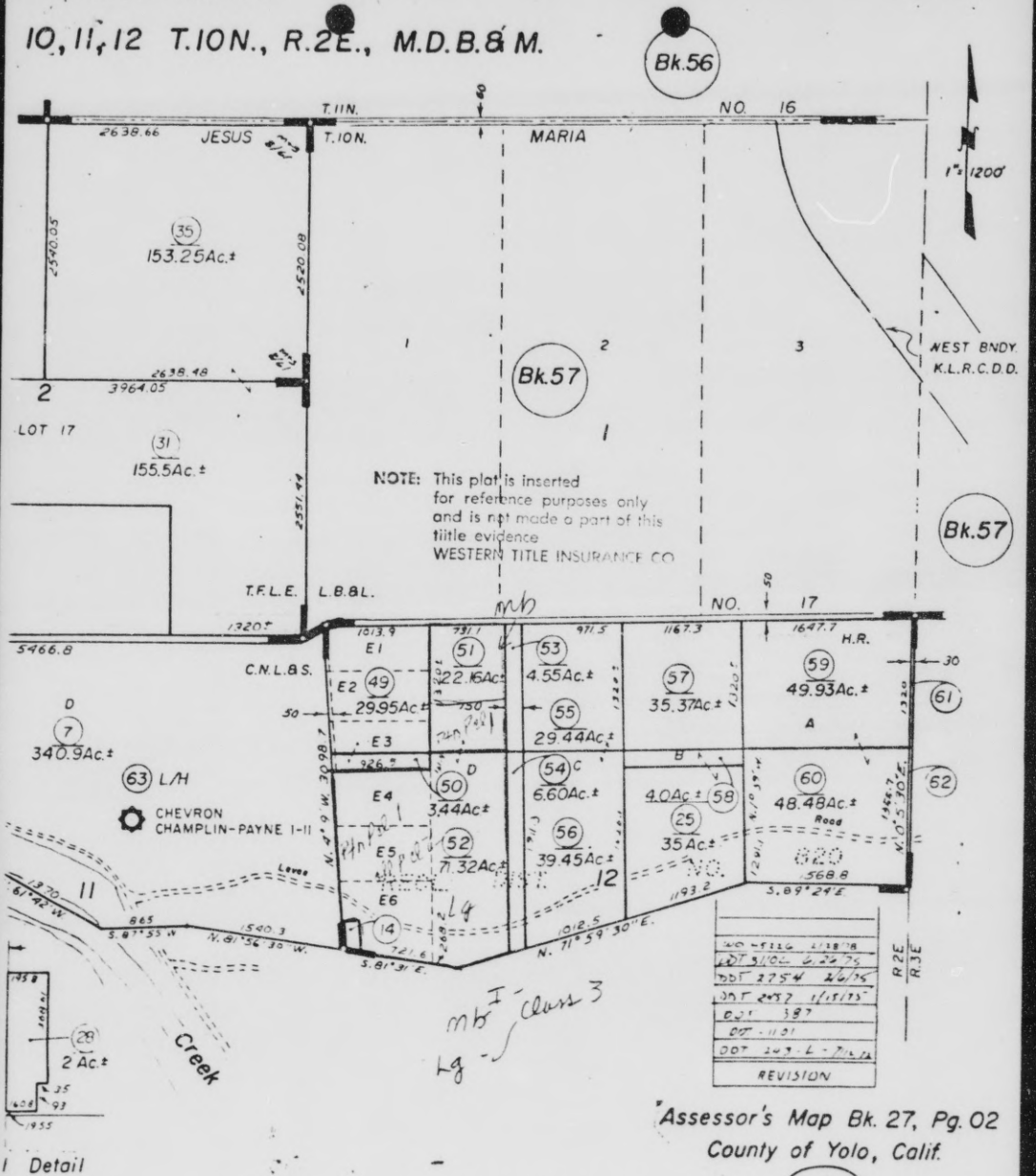
BOOK 1412 PAGE 711

CLTA GUARANTEE FORM NO. 13—1988

10 JESUS MARIA

27-02

10, 11, 12 T.10N., R.2E., M.D.B.&M.



3624

BOOK 1412 PAGE 712

3557

Recorded Document

FILED

MAR - 7 1980

PETER McNAMEE, Clerk

By Pete E. Lucas Deputy

RETURN TO
PETE LUCAS
COURTHOUSE
WOODLAND, CA

AGREEMENT NO. 80-50

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 8th day of January, 1980, by and between

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
555 CALIFORNIA STREET # 2900
SAN FRANSICO, CALIF 94104

(mailing address)

herinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve #31 by the County by Resolution No. 80-3, which was filed in the Office of the County Recorder of Yolo County on February 15, 1980 and recorded in Volume 1411 of Official Records at Page 165, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Book 1112 Page 592

(Rev. 4-71)

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

THE PRUDENTIAL INSURANCE COMPANY of AMERICA

By: _____
Richard Vice Pres

By: _____
Assist. Sec

Book 1112 Page 323

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 8, , 1980, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Twyla J. Thompson, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

PETER McNAMEE, COUNTY CLERK
BY Pete E. Lucas
Pete E. Lucas, Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19___.

PETER McNAMEE, COUNTY CLERK

3557
Official Records
Feb 27 4:58 PM '80

Book 1412 Page 554

(Rev. 4-71)

TO (SAN CA 18-74)

(Corporation)

TITLE INSURANCE AND TRUST

A TICOR COMPANY

STATE OF CALIFORNIA
CITY and
/ COUNTY OF SAN FRANCISCO } SS.

On August 29, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared A. K. Jacobson known to me to be the Regional Vice President, and Terry P. Noyer known to me to be Assistant Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Jacqueline M. Tortorich

JACQUELINE M. TORTORICH
NOTARY PUBLIC-CALIFORNIA
CITY & COUNTY OF
SAN FRANCISCO
My Commission Expires November 30, 1981

(This area for official notarial seal)

S. APLE HERE

GUARANTEE

FIRST AMERICAN

First American Title Insurance Company

HOME OFFICE: 421 NORTH MAIN STREET, SANTA ANA, CALIFORNIA 92701 • (AREA 714) 547-6892

Bk. 1412 PAGE 595

58146

1347(11/68)

NO. 5868 LIABILITY $100.00 FEE $ 20.00

FIRST AMERICAN TITLE INSURANCE COMPANY
a California corporation, herein called the Company,

GUARANTEES

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation,

and THE COUNTY OF YOLO

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated: February 28, 1980 @ ~~7:30~~ 4:58 a.m.

FIRST AMERICAN TITLE INSURANCE COMPANY

By _____
Authorized Signature

CLTA Guarantee Face Page (Rev. 6-8-71)

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

BOOK 1412 PAGE 596

Form 1356
CLTA Guarantee
Form No. 13

SCHEDULE A

PROPERTY SEARCH GUARANTEE

ORDER NO. 5868

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to N/A with respect to the name(s) of

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property situate in the State of California, County of Yolo, described as follows:

COMMENCING at the Southwest corner of the County of Yolo, State of California, being also the Southwest corner of Swamp Land Survey No. 1033, Yolo County Surveys; thence North 0 deg. 12' West 2653.8 feet to the Northwest corner of said Swamp Land Survey No. 1033, thence South 89 deg. 02' East 5201.7 feet to the Northeast corner of said Swamp Land Survey No. 1033, thence South 0 deg. 01' West 2643.3 feet to the Southeast corner of said Swamp Land Survey No. 1033; said last point being also on the Southerly boundary line of Yolo County; thence along the Southerly boundary line of said Swamp Land Survey No. 1033 and Yolo County, North 89 deg. 06' 34" West 5190.9 feet to the POINT OF COMMENCEMENT, and being all of Swamp Land Survey No. 1033.

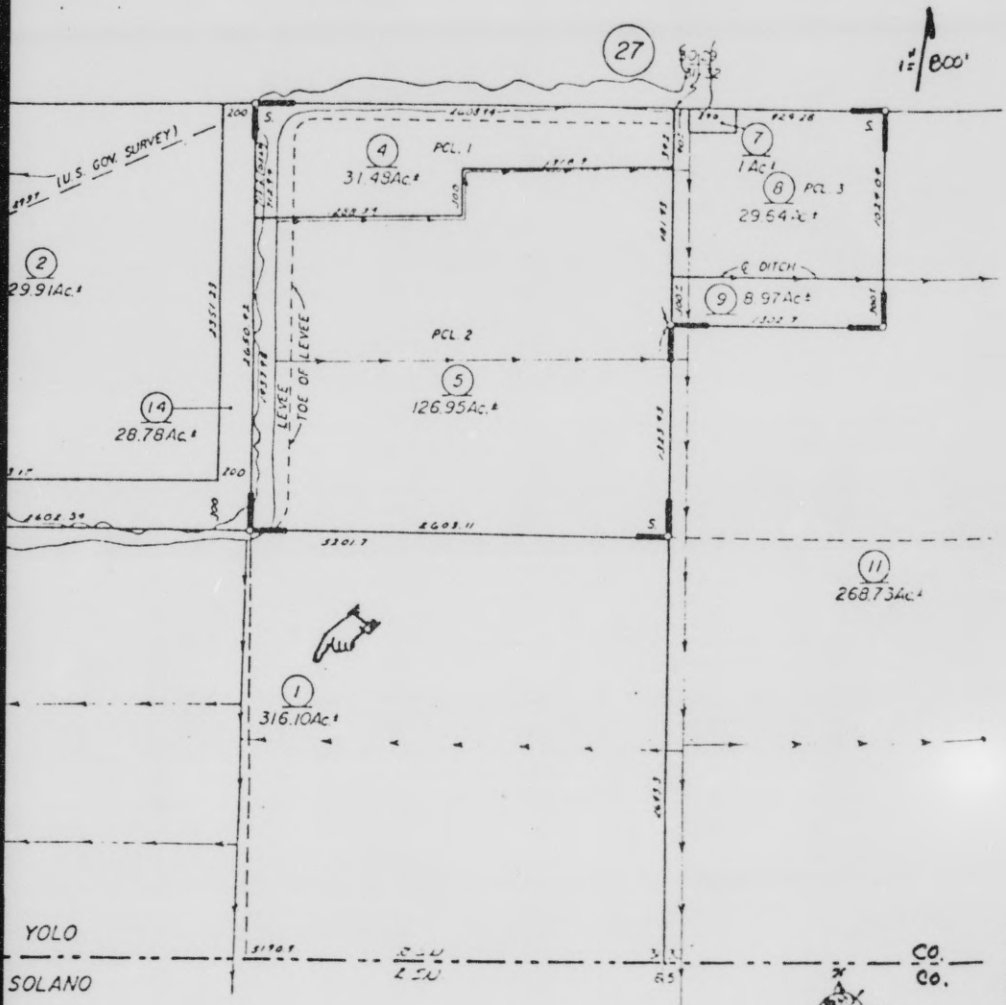
Note 1: The Yolo County Assessor designates the above described property as Assessor's Parcel No. 33-280-01 on the 1978-79 Assessment Roll.

Note 2: This guarantee is limited to the above described property

BOOK 1112 PAGE 597

SECS. 31, 32 T. 6N., R. 3E., M.D.B. &

33-28



B, Pg. III — G. M. Struve Jr. Ppty.

ec. — Sacramento-Yolo Port Dist. - See D.D.F. 305

THIS PLAT IS FOR INFORMATION AND LOCATION PURPOSES ONLY
COMPLIMENTS OF
FIRST AMERICAN TITLE CO.

NOTE — Assessor's B
Assessor's I

3557

Bk. 1112 PAGE 598

FORM P-35 (REV. 8-74)
ORIGINAL (White)—To Lessee
DUPLICATE (Blue)—To Lessor
TRIPLICATE (Yellow)—To Department of Finance

AGREEMENT NO. 2-80

LEASE AGREEMENT NO. 80-51

THIS LEASE AGREEMENT made this 31st day of December 19 79

at Woodland, California, by and between the 40th

District Agricultural Association, a State institution, hereinafter called the LESSOR, and

Sheriff's Dept., County of Yolo, hereinafter called the LESSEE.

WITNESSETH

That the LESSOR, in consideration of the payment of the rent hereinafter specified to be paid by the LESSEE and the covenants and agreements hereincontained, does hereby lease, demise and let unto LESSEE and LESSEE hires that certain property in the City of Woodland County of Yolo State of California, described as: Security Bldg., located on the grounds of the 40th District Agricultural Association.

"Lessee recognizes and understands that this lease may create a possessary interest subject to property taxation and that the lessee may be subject to the payment of property taxes levied on such interest."

Department of General Services
APPROVED
JAN 30 1980
OFFICE OF LEGAL SERVICES BY CHARLES A. BARRETT
Asst. Chief Counsel

for the term of 6 Months commencing on the 1st day of January 1980, and ending on the 30th day of June 19 80 with the right as hereinafter set forth, at the total rental of NINE HUNDRED ($900.00) DOLLARS LUMP SUM PAYMENT payable to the LESSOR in lawful money of the United States, ~~XXXXXXXXXXXXXXXX~~ $ 900.00 in advance ~~XXXXX~~ ///// ~~XXXXXXXXXXXXXXX

The address to which the notices shall or may be mailed as aforesaid to either party shall or may be changed by written noti... given by each party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

6th. Not to assign or sublet this lease and not to make or suffer any alteration to be made in or on said premises, without the written consent of the LESSOR.

7th. To keep the premises in good order and condition at his own expense, reasonable wear and tear excepted.

8th. To pay LESSOR all costs and expenses, including attorney's fees in a reasonable sum, in any action brought by LESSOR to recover any rent and/or other charges due and unpaid hereunder, or for the breach of any of the covenants or agreements contained in this lease, or to recover possession of said premises, when such action progresses to judgment.

9th. If any rent and/or other charges shall be due and unpaid, or if default shall be made in any of the covenants or agreements on the part of the LESSEE contained in this lease, LESSOR may, at his option, at any time after such default or breach, and without any demand on or notice to LESSEE or to any other person of any kind whatsoever, re-enter and take possession of said premises and remove all persons and property therefrom.

10th. At the expiration of said term, or any sooner termination of this lease, to quit and surrender possession of said premises, and its appurtenances, to LESSOR in as good order and condition as the premises were delivered to the undersigned LESSEE, reasonable wear and tear and damage by the elements and other casualties excepted.

11th. Should the LESSEE hold over after the expiration of the term of this lease with the consent of the LESSOR, express or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all of the terms and conditions of this lease so far as applicable.

12th. LESSEE specifically waives the provisions of Section 1941 of the Civil Code, which reads as follows:

> "1941. Obligations of Lessor. The Lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary, put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenantable, except such as are mentioned in section nineteen hundred and twenty-nine."

13th. LESSEE specifically waives the provisions of Section 1942 of the Civil Code, which reads as follows:

> "1942. If within a reasonable time after notice to the lessor of dilapidations which he ought to repair, or neglects to do so, the lessee may repair the same himself, where the cost of such repairs does not require an expenditure greater than one month's rent of the premises, and deduct the expenses of such repairs from the rent, or the lessee may vacate the premises, in which case he shall be discharged from further payment of rent, or performance of other conditions."

14th. LESSOR is not required to keep hereinbefore described property insured against fire, and LESSEE will make no claim of any nature against LESSOR by reason of any damage to the business or property of LESSEE in the event said premises are damaged or destroyed by fire or other cause.

15th. FAIR EMPLOYMENT PRACTICES. 1. In the performance of this contract, the Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex,* age,* national origin, or physical handicap.* The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race color, religion, ancestry, sex,* age,* national origin, or physical handicap.* Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Lessee will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Lessee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Lessee has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Lessee and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Lessee, the difference between the price named in the contract and the actual cost thereof to the State.

16th. LESSEE does further expressly agree to indemnify and save the Association, its officers, agents, servants, and employees harmless from any and all claims for loss, damage, injury, or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of this lease or the occupation of the premises herein permitted to be used or the premises of the Association to which the LESSEE, its agents, employees, or LESSEE's may have access by reason of this lease.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year in this lease first above written.

40th DISTRICT AGRICULTURAL ASSOCIATION
LESSOR

By Ronald Marion

Secretary-Manager
TITLE

By _____

TITLE

County of Yolo
LESSEE

By Temple J. Thompson

Chairman, Board of Supervisors
TITLE

Sheriff's Dept., County of Yolo

Ray E. Whitlock

Sheriff

Memo for fair management:

1. Resolution by the Board of Directors must accompany lease agreement to the Division of Fairs and Expositions.
2. Department of Finance approval is required on all three copies if the period is for longer than one month.
3. Submit all three copies of the lease agreement if Department of Finance approval is required.
   Submit only the duplicate yellow copy if Department of Finance approval is not required.
4. Blank spaces should not be left blank. A line should be drawn through blank spaces on this form when the space is not used and initialed by both parties.

* See Labor Code Sections 1411–1432.5 for further details.

. BK

FILED

JAN 15 1980

PETER McNAMEE, Clerk
By Jan Orser
DEPUTY

AGREEMENT NO. 80-52

(LEGAL AID SOCIETY OF SACRAMENTO COUNTY, INC.)

THIS AGREEMENT, dated for convenience this 15th day of January, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and LEGAL AID SOCIETY OF SACRAMENTO COUNTY, INC., a non-profit organization hereinafter referred to as "PROVIDER",

W I T N E S S E T H:

RECITALS:

A. COUNTY is desirous of making provisions for legal services to the senior citizens of Yolo County.

B. PROVIDER is a non-profit agency capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitations those services described in Exhibit A which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost, and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by PROVIDER in the performance of this agreement.

6. INSURANCE.

A. Public Liability. During the term of this contract, PROVIDER shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests, PROVIDER shall cause COUNTY to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

B. Worker's Compensation. During the term of this contract, PROVIDER shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to maintaining in full force and effect one or more policies of insurance insuring against any liability PROVIDER may have for worker's compensation.

7. TERMINATION. Either party shall have the right to terminate this agreement at its sole discretion at any time upon sixty (60) days' written notice to the other. COUNTY shall also have the right to terminate this

agreement immediately for failure of PROVIDER to comply with the terms and conditions of this agreement. In the case of early termination, a final payment will be made to PROVIDER upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to COUNTY shall be deducted from any sum due to PROVIDER under this agreement, and the balance, if any, shall be paid PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this agreement, including working papers in any way associated with the performance of this agreement and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that PROVIDER shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any oblication whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERATION. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable Federal, State and local laws, ordinances, regulations, and permits. PROVIDER shall secure

any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended and any other federal, state or local law or regulation which prohibits discrimination on the basis of sex, race, religion, age, handicap, or ethnic background in the hiring of employees or in providing services under this agreement.

13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein, shall be in compensation for all of PROVIDER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. PROVIDER shall be responsible for the selection and procurement of necessary supplies and incidentals for provision of services under this agreement.

15. SUCCESSORS. This agreement shall inure to the benefit and bind the successors of each of the parties.

16. PAYMENT. The COUNTY, for and in consideration of the covenants, agreements, and stipulations of the PROVIDER herein expressed, does hereby agree to pay as total compensation to PROVIDER the sum of Eighteen Thousand Five Hundred Dollars ($18,500) in ten (10) monthly payments, for the months beginning September 1, 1979, and ending June 30, 1980. PROVIDER shall submit a claim to the Director of Social Services of COUNTY at the end of each month. Each payment shall be in the amount of One Thousand Eight Hundred Fifty Dollars ($1,850.00).

17. TERM. The term of this contract shall commence on September 1, 1979, and end on June 30, 1980.

18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if such

remainder would then continue to conform to terms and requirements of applicable law.

19. The waiver of any breach of any provision of this agreement shall not be construed to be a waiver of a breach of any other provision of this agreement, or of any such subsequent breach thereof.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRPERSON OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY _____
DEPUTY

(SEAL)

PROVIDER:

LEGAL CENTER FOR THE ELDERLY

BY _____
Authorized Representative

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

EXHIBIT A

(LEGAL AID SOCIETY OF SACRAMENTO COUNTY, INC.)

LEGAL AID SOCIETY OF SACRAMENTO COUNTY, INC.

LEGAL CENTER FOR THE ELDERLY

157 2ND STREET

WOODLAND, CA 95695

(916) 666-1903

HOURS: 8:00 a.m. - 5:00 p.m. - Monday through Friday

PROGRAM:

I. Services:

The services to be provided are:

1. Legal advocacy in civil matters for senior citizens of Yolo County;
2. Education to the senior citizens of Yolo County in order that they may act as advocates on behalf of themselves and each other;
3. Assistance to senior citizens in obtaining all benefits to which they are entitled under Social Security, Medicare, Medi-Cal, General Assistance, Income and Health Maintenance, Homemaker Chore Services, Housing, Outreach and Community Edication, Food Stamps, Preventive Law, Community Group Work, information regarding conservatorships, guardianships, and wills;

II. Eligibility:

Eligibility for the services of this program are based on the criteria as set by the Legal Aid Society of Sacramento County, Inc. The primary goal of this program is to provide

legal services to the low income elderly citizens of Yolo County.

BK

FILED

JAN 15 1980

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 80-53

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 2953

THIS AGREEMENT is made and entered into on this 15th day of January, 1980, by and between SAMMIS PORT CENTER VENTURE, a general partnership, hereinafter referred to as the "Subdivider" and the County of Yolo, hereinafter referred to as "County."

WHEREAS, the subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2953 and promises to present plans and specifications for the development thereof;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said Subdivision No. 2953 public improvements including but not limited to street improvements consisting of concrete curbs, gutters, walk, asphalt paving and base, water supply and distribution systems, waste water collection system, and storm drainage facilities necessary to adequately drain said Subdivision in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works, and complete the same within twenty-four (24) months after the date herein in good and workmanlike manner, and upon completion relinquish said

improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 5, Division 2, Title 7, of the California Government Code. The amount of such "Improvement Security" shall not be less than one hundred percent (100%) of the estimated costs of the public improvements.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit Six Thousand Eighty-Nine and 00/100 Dollars ($6,089.00) for said purpose.

5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents,

servants, and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2953.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein the sum of Five Hundred Thousand and 00/100 Dollars ($500,000) in respect to personal injuries and/or death of any one person; One Million and 00/100 Dollars ($1,000,000) in respect to personal injuries or death for any one occurrence; and Five Hundred Thousand and 00/100 Dollars ($500,000) in respect to property damage in any one occurrence.

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

8. That the Subdivider agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

9. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

10. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement or amendments thereto, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

11. Where required pursuant to the provision of Section 66496 of the Government Code the Subdivider shall furnish the County a bond or cash deposit in the amount of $250.00 guaranteeing payment of the cost of setting monuments of survey.

12. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or Five Hundred Dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 8 of this agreement.

13. Any extension of time hereunder shall not operate to release the surety on the "Improvement Security" filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

14. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a), of the Rules for the Superior Court, State of California.

15. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall ex-

tend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By Tenyle J Thompson
Chairman,
Board of Supervisors

ATTEST:

PETER MCNAMEE
County Clerk

By Peter E Lucas
Deputy

SAMMIS PORT CENTER VENTURE

By K. Mark Nelson

By _____

Recommended for approval to the Board of Supervisors of the County of Yolo:

Lloyd H Roberts
Director of Public Works

APPROVED AS TO FORM:

_____
County Counsel

Date: _____

YETP WOODLAND/WINTERS
1-180

Bk.

MODIFICATION

AGREEMENT NO. 80-54

REQUEST FOR MODIFICATION TO AGREEMENT # 79-355 REQUEST DATE Jan. 01, 1980

CETA TITLE: IV YETP (Woodland/Winters) CORRESPONDS TO ANNUAL PLAN MOD # 79-355

PROGRAM NAME: Yolo County Office of Education - Project MOVE

Changes herein will have the following effect on federal government funds in this contract

[X] Unchanged [ ] Increased by $ _____ [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT: On January 8, 1980, the Board of Supervisors approved a contract modification for the Winters School District's Title IV Youth Employment and Training Program (YETP) contract. This modification provided funds to the school district to bus YETP participants to the University of California, Davis campus, for the work experience training.

Because these participants will now be involved in a work experience program, the stipends paid to them will be categorized as wages instead of allowances. Since these wage and allowance payments are administered by Project MOVE, the current contract with Project MOVE should be modified.

MODIFICATION

There would be no increase or decrease in funds. An amount of $31,942 would be transferred from the allowance to the wages category in the contract.

FILED

FEB 13 1980

PETER McNAMEE, Clerk

By _____ Deputy

$165,616
New grant total and fixed price

Forrest L. Honnold 80/02/05
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Staff recommends approval.

Recommendation of the MAPC December 13, 1979 [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

[ ] Request for modificaiton denied

[X] Request for modificaiton approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer JAN 22 1979 Date

OCT 1 - 1979
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IV CONTRACT NO.

[XX] ORGINAL [ ] REVISION NO. DATE October 1, 1979

Subgrantee Name and Address:
PROJECT M.O.V.E
425 Main Street
Woodland, CA 95695

Contact Person: JESUS M. MORENO
Phone 666-0925
Period: From 10-1-79 To 9-30-80
Program Name: IV: WOODLAND/WINTERS YETP

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.							15,389		15,389
NOV.							15,389		15,389
DEC.							15,362		15,362
JAN.							15,725		15,725
FEB.							15,725		15,725
MAR.							15,725		15,725
APR.							15,729		15,729
MAY							15,757		15,757
JUNE							14,289		14,289
JULY							7,610		7,610
AUG.							7,610		7,610
SEPT.							11,306		11,306
TOTAL							165,616		165,616

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.	746	8,420	4,581	340		1,302		15,389
NOV.	746	8,420	4,581	340		1,302		15,389
DEC.	746	6,037	6,961	316		1,302		15,362
JAN.	746	6,749	6,585	343		1,302		15,725
FEB.	746	6,749	6,585	343		1,302		15,725
MAR.	746	6,749	6,585	343		1,302		15,725
APR.	746	4,366	8,965	350		1,302		15,729
MAY	746	6,749	6,585	375		1,302		15,757
JUNE	746	4,366	8,242	284		651		14,289
JULY	746	-0-	6,746	118		-0-		7,610
AUG.	746	-0-	6,746	118		-0-		7,610
SEPT.	752	4,872	4,769	261		652		11,306
TOTAL	8,958	63,477	77,931	3,531		11,719		165,616

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FORREST L. HONNOLD
Assistant Superintendent, Project Adm.
Name and Title of Authorized Official

Forrest L. Honnold
Signature

For CETA Approval Only:

Fiscal Officer — Date 1/19/80

CETA Director — Date 1-19-80

YC 106 (10-79)

SUBGRANTEE'S NAME AND ADDRESS

PROJECT [redacted] O.V.E

425 Main Street

Woodland, eA 95695

OPERATING BUDGET

CONTRACT NO. _____

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	8,958	746	746	746	746
SALARIES & WAGES					
FRINGE BENEFITS					
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Insurance					
TRAVEL/TRAINING					
Mileage Reimbursement					
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT					
Office Equipment					
Office Furniture & Fixtures					
TOTAL	8,958	746	746	746	746

ADMINISTRATION

SUBGRANTEE'S NAME AND ADDRESS

OPERATING BUDGET

CONTRACT NO. _____

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
746	746	746	746	746	746	746	752
746	746	746	746	746	746	746	752

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

PROJECT M.O.V.E

425 Main Street

Woodland, CA 95695

CAREER EMPLOYMENT EXPERIENCE (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES	77,931	4,581	4,581	6,961	6,585
FRINGE BENEFITS	3,531	340	340	316	343
F.I.C.A.					
Workers' Compensation Insurance	3,531	340	340	316	343
Other					
ALLOWANCES	63,477	8,420	8,420	6,037	6,749
Basic	63,477	8,420	8,420	6,037	6,749
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Compensation Insurance					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES	11,719	1,302	1,302	1,302	1,302
Staff Salaries	7,722	859	859	859	859
Staff Fringe Benefits	2,084	234	234	234	234
Staff Travel	754	83	83	83	83
Special Program Technical Assistance					
Space Cost	700	78	78	78	78
Supplies	159	13	13	13	13
Telephone	300	35	35	35	35
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
TOTAL - CAREER EMPLOYMENT EXPERIENCE	156,658	14,643	14,643	14,616	14,979

YC 104g (revised 10/79)

CAREER EMPLOYMENT EXPERIENCE (YETP ONLY)

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
6,585	6,585	8,965	6,585	8,242	6,746	6,746	4,769
343	343	350	375	284	118	118	261
343	343	350	375	284	118	118	261
6,749	6,749	4,366	6,749	4,366	-0-	-0-	4,872
6,749	6,749	4,366	6,749	4,366	-0-	-0-	4,872
1,302	1,302	1,302	1,302	651	-0-	-0-	652
859	859	859	859	425			425
234	234	234	234	106			106
83	83	83	83	45			45
78	78	78	78	38			38
13	13	13	13	27			28
35	35	35	35	10			10
14,979	14,979	14,983	15,011	13,543	6,864	6,864	10,554

YC 104g (revised 10/79)

BOOK

FILED

JAN 23 1980

PETER McNAMEE, Clerk
By Debra Cerkin Ferland
DEPUTY

AGREEMENT NO. 80-55

THIS AGREEMENT, dated for convenience this 15th day of January, 1980, in the State of California, by and between the COUNTY OF YOLO, a political subdivision (hereinafter referred to as "COUNTY"), and ADM ASSOCIATES, INC., a Corporation (hereinafter referred to as "CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

1. Government Code Section 65300 requires each County to adopt a comprehensive, long-term general plan for the physical development of the county.

2. Government Code Section 65302(d) requires each such general plan to include a conservation element for the conservation, development, and utilization of natural resources.

3. COUNTY desires to include an energy section in its conservation element and desires the special services of persons specially trained, experienced, expert and competent to prepare such an energy section.

4. CONTRACTOR has submitted a proposal entitled "DEVELOPMENT OF AN ENERGY SECTION FOR THE CONSERVATION ELEMENT OF THE YOLO COUNTY GENERAL PLAN, Technical and Cost Proposal COY 9-11" dated August, 1979, (hereinafter referred to as "PROPOSAL") which is incorporated by reference as if set forth at length herein.

5. In reliance on the PROPOSAL and the representations made therein, including those as to the suitability of CONTRACTOR to prepare an energy section, CONTRACTOR'S understanding of the project requirements, the unique qualifications of the proposed project team, CONTRACTOR's technical approach,

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

CONTRACTOR's proposed organization and management for the project, and related corporate experience, COUNTY desires to obtain CONTRACTOR'S special expert services for development of an energy section; and CONTRACTOR desires to provide such special expert services.

AGREEMENTS:

1. WORK. CONTRACTOR, for and in consideration of the covenants, conditions, agreements and stipulations set forth in this Agreement does hereby agree to furnish to COUNTY the certain services and materials described in PROPOSAL, including but not limited to, the following:

a. CONTRACTOR shall perform the work set forth in the statement of work set forth in Chapter III.B.1. of PROPOSAL, in accordance with the understandings set forth in Chapter I of PROPOSAL and the technical approach set forth in Chapter II of PROPOSAL.

b. CONTRACTOR shall do so in accordance with the project schedule set forth in Chapter III.B.2. of PROPOSAL. The date of Project Start is JANUARY 21, 19 80.

c. CONTRACTOR shall provide the deliverables and meeting attendances proposed in Chapter III.B.3. of PROPOSAL.

d. Subject to the provisions of Section 4 of this Agreement, CONTRACTOR shall provide project organization and management as set forth in Chapter III.A. of PROPOSAL.

e. CONTRACTOR shall allocate the project budget among major tasks and expense categories as set forth in Chapter III.B.4., including Table 4 of PROPOSAL.

f. CONTRACTOR shall use the management systems in accordance with Chapter III.C. of PROPOSAL and shall use the facilities and equipment

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COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8275

described in Chapter III.D. of PROPOSAL as needed.

2. LICENSES. CONTRACTOR shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice the profession or to perform the expert professional services required in this Agreement.

3. STANDARDS. CONTRACTOR shall perform all service required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All work products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first-class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in the CONTRACTOR'S profession.

4. PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY of the desire of COUNTY for the removal of such person or persons.

5. ASSIGNMENT OR SUBLETTING. No performance of this Agreement or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY and any attempt by the CONTRACTOR to assign or subcontract any performance of this Agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this Agreement. Whenever the CONTRACTOR is authorized to subcontract or assign, he

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COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

will include all the terms of this Agreement in any such subcontract or assignment.

6. EXCULPATORY CLAUSE. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by CONTRACTOR in the performance of this Agreement.

7. TERMINATION. The COUNTY shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days' written notice to CONTRACTOR. The COUNTY shall also have the right to terminate this Agreement immediately for failure of the CONTRACTOR to comply with the terms and conditions of this Agreement. In the case of early termination, a final payment will be made to the CONTRACTOR upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due to the CONTRACTOR under this Agreement, and the balance, if any, shall be paid the CONTRACTOR upon demand.

8. RECORDS. CONTRACTOR shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this Agreement, including working papers in any way associated with the performance of this Agreement and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of this Agreement, and for a period of three (3) years from and after the date of final payment.

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COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this Agreement, CONTRACTOR and any agents and employees of CONTRACTOR are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that CONTRACTOR shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is of the essence of this Agreement.

11. NO ALTERATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS. The CONTRACTOR shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. The CONTRACTOR shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

13. COMPENSATION. The consideration to be paid CONTRACTOR, as provided herein, shall be in compensation for all of CONTRACTOR'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. SUCCESSORS. This Agreement shall inure to the benefit and bind the successors of each of the parties.

15. PAYMENT.

a. Compensation. The COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of the CONTRACTOR herein expressed, does hereby agree to pay as total compensation to CONTRACTOR the sum of FIFTEEN THOUSAND DOLLARS ($15,000.00) in the manner set forth in this section.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

b. Progress Payments. Payment shall be in progress payments in accordance with the following schedule (The references to Tasks in the schedule are to Tasks A through E, inclusive, set forth in the statement of work referred to in Section 1.a. of this Agreement):

1) The sum of $1,510.00 shall be payable upon the completion of Task A.

2) The sum of $4,210.00 shall be payable upon the completion of Task B.

3) The sum of $2,860.00 shall be payable upon the completion of Task C.

4) The sum of $1,510.00 shall be payable upon the completion of Task D.

5) The sum of $4,910.00 shall be payable upon the completion of all work to be performed under this agreement and the performance by CONTRACTOR of all of its covenants, conditions, agreements, and stipulations to be performed under this agreement including, but not limited to, the completion of Task E.

c. Claims. Upon completion of the performance entitling it to a progress payment, CONTRACTOR shall submit a claim to the Director of Community Development (hereinafter DIRECTOR) of COUNTY. The claim shall set forth the performance for which payment is sought and shall be accompanied by such additional information as the DIRECTOR may require. If the DIRECTOR determines that such performance has been completed in accordance with this Agreement, the DIRECTOR shall approve claims for Tasks A through D, inclusive, and the DIRECTOR shall recommend approval of the final progress payment to the Board of Supervisors of COUNTY. The final progress payment shall be paid only upon

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

action by the Board of Supervisors accepting all of CONTRACTOR'S performance under this agreement.

16. TERM. The term of this contract shall commence on execution and delivery of this Agreement, and CONTRACTOR shall complete performance within the time set forth in the project schedule and project start specified in Section 1.b. of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Dated: January 15, 1980.

COUNTY OF YOLO, a political subdivision of the State of California

BY Lynda J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY Peter E. Lucas
DEPUTY

(SEAL)

ADM ASSOCIATES, INC., a Corporation
"CONTRACTOR"

BY Patrick M. McCarthy
Representative

(SEAL)

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

FILED

FEB - 8 1980

PETER McNAMEE, Clerk
By Vera Clerk Harland
DEPUTY

ORIGINAL

AGREEMENT NO. 80-56

AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS IN THE COUNTY

OF YOLO

THIS AGREEMENT, made and executed in duplicate this 15th day of January, 1980, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "the STATE" and COUNTY of YOLO hereinafter referred to as "COUNTY".

W I T N E S S E T H :

A. RECITALS:

The Parties desire to provide for the COUNTY to share particular maintenance functions on the State highway within the COUNTY as provided in Section 130 of the Streets and Highway Code.

B. AGREEMENT:

This Agreement shall supersede any previous AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS IN THE COUNTY OF YOLO and/or ADMENDMENTS thereto with the COUNTY.

C. MAINTENANCE DEFINED:

Maintenance is defined in Section 27 of the Streets and Highways Code as follows:

Sec. 27. "(a) The preservation and keeping of rights-of-way, and each type of roadway, structure, safety convenience or device, planting, illumination equipment and other facility, in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction, or other improvement.

"(b) Operation of special safety conveniences and devices, and illuminating equipment.

"(c) The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements or other unusual or unexpected damage to a roadway, structure or facility."

D. DEGREE OF MAINTENANCE:

The degree or extent of maintenance work to be performed and the standards therefore shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the provisions of this Agreement as hereinafter specified or as may be prescribed from time to time by the District Director. "District Director" as used herein, means the District Director of the Department of Transportation assigned to the territory in which the COUNTY is located, or his authorized representative.

A guide to the proper degree of maintenance in specific programs is set forth in the current edition of the State Maintenance Manual, a copy of which has been provided to the COUNTY.

The level of service of maintenance in each of the programs delegated to the COUNTY has been considered in setting authorized total and route dollar amounts. The COUNTY may perform additional work if desired by the STATE but the STATE will not reimburse the COUNTY for any work in excess of authorized dollars. The District Director may authorize adjustments needed because of inflation or changes in program emphasis.

E. LEGAL RELATIONS AND RESPONSIBILITIES:

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State Highways different from the standard of care imposed by law.

It is understood and agreed that neither STATE, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the COUNTY under or in connection with any work, authority or jurisdiction delegated to the COUNTY under this Agreement for Maintenance. It is also understood and agreed that, pursuant to Government Code Section 895.4 COUNTY shall defend and fully indemnify and hold STATE harmless for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work authority or jurisdiction delegated to COUNTY under this Agreement.

F. MAINTENANCE FUNCTIONS:

ELECTRICAL PROGRAM - NOT DELEGATED

This program includes all state operation and maintenance work performed on highway electrical facilities used to control flashing beacons, traffic signals and traffic signal systems, and safety lighting.

STATE will not pay for the maintenance, installation, repair, servicing, nor power for ordinary street lighting; however, lighting at intersections, which qualifies as safety lighting under warrants approved/accepted by the STATE, will be paid for when approved and specifically authorized by the District Director. Where such lighting has been specifically authorized at an intersection, the maintenance and operating costs thereof shall be shared between the STATE and the COUNTY on a prorata basis in the same ratio as the number of legs in the intersection under each jurisdiction bears to the total number of legs.

The COUNTY will furnish service for or perform such maintenance work as specifically delegated to it in other sections of this agreement, and the STATE will furnish service for or perform the work not otherwise assigned to the COUNTY.

It is agreed that estimated monthly rates, applicable to the intersecton involved, shall be established for the operation and maintenance of the traffic signals and other electrically operated traffic control devices based on a cost per unit. This rate shall include overhead and other indirect expenses incurred by the STATE in these specific operations.

It is further agreed that the estimated monthly rates shall be revised or adjusted as of June 30 each year.

The cost of operating and maintaining traffic signals or other electrically operated traffic control devices now in place at the intersection of any STATE highway route and any COUNTY street/road identified in Exhibit "A" shall be shared between the STATE and the COUNTY on a prorata basis in the same ratio as the number of legs in the intersection under each jurisdiction bears to the total number of legs. The same principle of cost distribution shall apply to freeway interchanges. The participation ratio shall be based on the ratio of the number of legs of the respective agencies to the total number of legs of the interchange. The percentage of costs to be borne by the STATE and COUNTY shall be shown on Exhibit "A"

The STATE will submit bills for operation and routine maintenance as defined above semiannually on December 31 and June 30 of each year. Bills shall be in accordance with that shown on Exhabit "A".

Extraordinary expense, such as for repair or replacement of extensive damage, shall be assessed directly against the particular installation involved. Billings for such costs shall be itemized as to materials, including service and expense, salaries and wages, and equipment rental.

G. TERM OF AGREEMENT:

This Agreement shall become effective July 1, 1979, and shall remain in full force and effect until amended or terminated.

The Agreement as above may be amended or terminated at any time upon mutual consent of the parties thereto. This Agreement may also be terminated by either party upon thirty days notice to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

COUNTY OF

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

PETER McNAMEE
County Clerk, Ex-Officio Clerk of the Board of Supervisors

By _____ Deputy

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Approved as to form and procedure:

** _____
Attorney
Department of Transportation

ADRIANA GIANTURCO
Director of Transportation

_____
County Attorney

By _____
Acting District Director

By _____

* May be deleted if not applicable.

** Approval by State's Attorney is not required unless changes are made to this form, in which case the draft will submitted for Headquarters' review and approval by State's Attorney as to form and procedure.

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF_____APPROVING AMENDMENT NUMBER_____TO AGREEMENT FOR MAINTENANCE

OF

STATE HIGHWAY IN THE COUNTY OF_____

WHEREAS, the State of California, through its Department of Transportation has presented Amendment Number _____ to the Agreement for Maintenance of State highway in the COUNTY of _____, dated _____.

WHEREAS, the Board of Supervisors has heard/read said Admendment Number _____ in full and is familiar with the contents thereof:

THEREFORE, be it resolved by the Board of Supervisors of the COUNTY of _____ that said Amendment Number_____ is hereby approved and the County Executive and the COUNTY Clerk are directed to sign the same on behalf of said COUNTY.

ADOPTED this _____ day of _____, 19____.

_____
County Executive

Attest: _____
County Clerk

I hereby certify that the foregoing resolution was duly and regularly passed by the Board of Supervisors of the COUNTY of _____at a regular meeting thereof held _____, 19 __.

_____
County Clerk

EXHIBIT "A"

Effective July 1, 1979

YOLO COUNTY

TRAFFIC SIGNAL MAINTENANCE & BASIS OF COST DISTRIBUTION

Billing by the Department - State-owned & Maintained

Route	Location	Type of Facility		Monthly Estimated Unit Cost	Monthly Estimated Total Cost	Distribution State	Distribution County
Yol-16	3rd & C Streets, Broderick	24 Signal Heads 8 Detectors 1 Flasher	(32) (1)	$10.35 25.60	$331.20 25.60	$165.60 12.80	$165.60 12.80
Yol-16	5th & C Street Broderick	23 Signal Heads 4 Detectors	(27)	10.35	279.45	139.73	139.72
*Yol-16	Cottonwood & Main Streets	18 Signal Heads 4 Detectors	(22)	10.35	227.70	113.85	28.46
~~Yol-16~~ O.K. CCS	~~Matmor Road and East Main Street~~	~~15 Signal Heads 3 Detectors~~	~~(18)~~	~~10.35~~	~~186.30~~	~~124.20~~	~~62.10~~
*Yol-16	County Road 101 and Route 16	18 Signal Heads 5 Detectors	(23)	10.35	238.05	119.05	59.51
Yol-80,84	Jefferson & Park	33 Signal Heads 6 Detectors 1 Illuminated Sign	(39) (1)	10.35 2.95	403.65 2.95	336.37 2.46	67.28 .49
Yol-84	Merkley Ave. & Jefferson	16 Signal Heads	(16)	6.75	108.00	54.00	54.00
Yol-84	West Capitol & Jefferson	16 Signal Heads	(16)	6.75	108.00	54.00	54.00

YOLO COUNTY

TRAFFIC SIGNAL MAINTENANCE & BASIS OF COST DISTRIBUTION

Billing by the Department - State-owned & Maintained

Route	Location	Type of Facility		Monthly Estimated Unit Cost	Monthly Estimated Total Cost	Distribution State	Distribution County
Yol-113	County Rd. 31 & Route 113	14 Signal Heads 4 Detectors	(18)	$10.35	$186.30	$ 93.15	$ 93.15
Yol-113	Gibson Rd. & East Street	18 Signal Heads 7 Detectors 2 Flashers	(25) (2)	10.35 25.60	258.75 51.20	129.38 25.60	97.03 19.20

* City of Woodland participates 37½%

** City of Woodland participates 25 %

*** City of Woodland participates 12½%

EXHIBIT "A"

YOLO COUNTY

INTERSECTION LIGHTING MAINTENANCE
AND
BASIS OF COST DISTRIBUTION

Co.-Rte	Location	Type of Facility	Monthly Estimated Cost Per Lamp	Monthly Estimated Total Cost	Distribution of Cost State	Distribution of Cost County
Yol-16	3rd & C Streets Broderick	2-400 Watt Lamps (2)	$ 12.10	$ 24.20	$ 12.10	$ 12.10
Yol-16	5th & C Streets Broderick	2-400 Watt Lamps (2)	12.10	24.20	12.10	12.10
*Yol-16	Cottonwood and Main Streets	2-400 Watt Lamps (2)	12.10	24.20	12.10	3.01
~~Yol-16~~ O.K.cdl	~~Matmore Rd. & East Main Street~~	~~2-400 Watt Lamps (2)~~	~~12.10~~	~~24.20~~	~~16.13~~	~~8.07~~
*Yol-16	County Road 101 and Route 16	2-400 Watt Lamps (2)	12.10	24.20	12.10	6.05
Yol-80,84	Jefferson & Park	6-400 Watt Lamps (6)	12.10	72.60	60.50	12.
Yol-84	Merkley Ave. & Jefferson	2-400 Watt Lamps (2)	12.10	24.20	12.10	12.10
Yol-84	West Capitol & Jefferson	3-400 Watt Lamps (3)	12.10	36.30	18.15	18.15

EXHIBIT "A"

Effective July 1, 1979
Page 4 of 6

YOLO COUNTY

INTERSECTION LIGHTING MAINTENANCE
AND
BASIS OF COST DISTRIBUTION

Co.-Rte	Location	Type of Facility	Monthly Estimated Cost Per Lamp	Monthly Estimated Total Cost	Distribution of Cost State	Distribution of Cost County
Yol-113	County Road 31 and Route 113	8-400 Watt(8) Lamps	$ 12.10	$ 96.80	$ 48.40	$ 48.40
Yol-113	County Road 29 and Route 113	4-400 Watt(4) Lamps	12.10	48.40	24.20	24.20
Yol-113	Gibson Road and East Street	4-400 Watt(4) Lamps	12.10	48.40	24.20	18.15
Yol-113	Kentucky and East Street	4-400 Watt(4) Lamps	12.10	48.40	24.20	24.20
Yol-275	275 & WB Off West Capitol Ave.	2-400 Watt(2) Lamps	12.10	24.20	12.10	12.10
Yol-275	275 & W. Capitol Ave. O.C.	4-400 Watt(4) Lamps	12.10	48.40	24.20	24.20
Yol-275	275 & 2nd Street	1-400 Watt(1) Lamp	12.10	12.10	8.06	4.03
Yol-275	275 & 3rd Street	1-400 Watt(1) Lamp	12.10	12.10	6.05	6.05
Yol-275	275 & River Road	2-400 Watt(2) Lamps	12.10	24.20	16.13	8.07

EXHIBIT "A"

YOLO COUNTY

INTERSECTION LIGHTING MAINTENANCE
AND
BASIS OF COST DISTRIBUTION

Co.-Rte	Location	Type of Facility		Monthly Estimated Cost Per Lamp	Monthly Estimated Total Cost	Distribution of Cost State	Distribution of Cost County
Yol-275	275, 3rd and River Roads	3-400 Watt Lamps	(3)	$ 12.10	$ 36.30	$ 24.20	$ 12.10
Yol-275	Freeway & 5th Street	2-400 Watt Lamps	(2)	12.10	24.20	8.07	16.13
Yol-5	County Road 18[illegible] and S.B. Ramps	2-400 Watt Lamps	(2)	12.10	24.20	12.10	12.10
Yol-5	County Road 18[illegible] and N.B. Ramps	2-400 Watt Lamps	(2)	12.10	24.20	12.10	12.10
Yol-5	County Road 99[illegible] and S.B. Ramps	2-400 Watt Lamps	(2)	12.10	24.20	12.10	12.10
Yol-5	County Road 99[illegible] and N.B. Ramps	2-400 Watt Lamps	(2)	12.10	24.20	12.10	12.10
Yol-80	80 & Yolo Causeway U.C.	4-Soffit Lamps	(4)	6.05	24.20	00.00	24.20
Yol-80	80 & Yolo Causeway U.C.	6-400 Watt Lamps	(6)	12.10	72.60	36.30	36.30
Yol-80	80 & Yolo Causeway U.C.	2-400 Watt Lamps	(2)	12.10	24.20	12.10	12.10
Yol-80	80 & Harbor Blvd. O.C.	3-400 Watt Lamps	(3)	12.10	36.30	18.15	18.15
Yol-80	80 & Harbor Blvd. O.C.	4-400 Watt Lamps	(4)	12.10	48.40	00.00	48.40

YOLO COUNTY

UTILITY OWNED AND MAINTAINED

BILLED BY THE STATE

Effective July 1, 1979

Co.-Rte	Location	Type of Facility		Monthly Estimated Cost Per Lamp	Monthly Estimated Total Cost	Distribution of Cost State	Distribution of Cost County
Yol-16	16 & Kegle Drive	2-Lamps	(2)	$ 12.70	$ 25.40	$16.93	$ 8.47
Yol-84	84 & DeVon	2-Lamps	(2)	12.70	25.40	12.70	12.70
Yol-84	84 & Stone	3-Lamps	(3)	12.70	38.10	25.40	12.70
Yol-84	84 & Courtland	2-Lamps	(2)	12.70	25.40	16.93	8.47

NDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

E OF CALIFORNIA
. & INST. 51751

BK

STATE AGENCY
DEPT. OF GEN. SER.
CONTROLLER

S AGREEMENT, made and entered into this 21 day of December, 19 79,
he State of California, by and between State of California, through its duly elected or appointed,
ified and acting

Appr-80-57

OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	State of California -- Department of Aging	57791071

ter called the State, and

E.O.C. of Yolo County Inc.

er called the Contractor.

ESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State nafter expressed, does hereby agree to furnish to the State services and materials, as follows:

rth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

WITNESSETH

It is mutually agreed between the parties that Section Four and Section Five of Contract No. 57791071 dated December 11, 1978, is amended effective January 1, 1980 as follows:

4. The term of this agreement is from January 1, 1979 to June 30, 1980; subject, however, to earlier termination as herein provided.

5. In consideration of the on-going performance of the above, in a manner considered satisfactory to the State, the State shall pay Contractor a total amount not to exceed $271,434, which is derived solely from federal funds consisting of $ N/A (Part B-Social Services) and $ 206,651 (Part C-Nutrition Services) and $ 64,783 (USDA), and which shall be spent in accordance with the budget which is part of the approved Area Plan. A portion of the total contract amount

e provisions on the reverse side hereof constitute a part of this agreement.

ITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
NCY Department of Aging	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) County of Yolo for E.O.C. of Yolo County Inc.
AUTHORIZED SIGNATURE) LE Director	BY (AUTHORIZED SIGNATURE) Leigh Thompson TITLE Chairperson, Board of Supervisors
	ADDRESS Yolo County Courthouse PO Box 1098, Woodland, CA 95695

TINUED ON 1 SHEETS, EACH BEARING NAME OF CONTRACTOR

Department of General Services Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION		FUND
$	Title III/USDA		Special Deposit
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES / FISCAL YEAR
$			FY'79
ADJ. INCREASING ENCUMBRANCE	LINE ITEM ALLOTMENT		
$ 94,678	$69,984 (T3-C)		
ADJ. DECREASING ENCUMBRANCE	$25,994 (USDA)		
$			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

F.U.A. NO. | U.N. NO.

SIGNATURE OF ACCOUNTING OFFICER — DATE 12/28/79

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY — DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

shall be paid Contractor not more frequently than monthly, in advance, during the term of this agreement, up to the total contract amount, upon receipt and approval of monthly report of cash flow and request for funds (CDA-36) by the State in duplicate (2).

All other terms and provisions of this contract remain unchanged.

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

AGREEMENT NO. 80-58

CONTRACTOR'S COPY

- ☐ CONTRACTOR
- ☐ STATE AGENCY
- ☐ DEPT. OF GEN. SER.
- ☐ CONTROLLER
- ☐ CHARITY
- ☐ CTS
- ☐ DIST. J-1

3-14-80

THIS AGREEMENT, made and entered into this 1st day of October, 1979, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

PC 821

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	Employment Development Department, California State Office of Economic Opportunity	7900-4897 Am 2

hereafter called the State, or CSOEO and

Yolo County for Yolo County Economic Opportunity Commission

hereafter called the Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

FILED

MAR 27 1980

PETER McNAMEE, Clerk

BY Deborah Bichard DEPUTY

MAR 1980
RECEIVED
EOCYC, INC.
WOODLAND, CA.
95695

AMENDMENT NO. 2

That agreement for a Crisis Intervention Program (CIP) entered into on February 14, 1979 and amended on June 6, 1979 is hereby further amended as follows:

1. The term of this agreement as set forth in Article 8, page 3, shall be extended from December 31, 1979 to September 30, 1980.

2. The budget amount as stated in Article 9, Page 3, is hereby changed from $ 3,546.00 to $ 32,800.31, an increase of $ 29,254.31.

Continued on Page 2

APPROVED

Department of Finance

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Employment Development Department, California State Office of Economic Opportunity	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.): Yolo County Economic Opportunity Commission
BY (AUTHORIZED SIGNATURE): Michael J. Murick	BY (AUTHORIZED SIGNATURE): Leyla Thompson
TITLE: Asst Director	TITLE: Chairman Yolo County Board of Supervisors
	ADDRESS: P. O. Box 1098, Woodland, CA 95695

Department of General Services Use ONLY

B. G. Mosheim
3-14-80

AMOUNT ENCUMBERED	APPROPRIATION		FUND
$ 32,800 31	1555 UI CODE		UNEMPLOY. ADMIN
UNENCUMBERED BALANCE	ITEM / CHAPTER	STATUTES	FISCAL YEAR
$			79
ADJ. INCREASING ENCUMBRANCE	FUNCTION		
$ 29,254 31	98219-832-03900		
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT		
$			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: Karen Lima — DATE: 2/8/80

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1279 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: B. G. Mosheim — DATE: 3/14/80

3. Attachment A, Budget, is replaced with revised Attachment A, Budget, marked "Revised October 1, 1979", attached hereto and incorporated herein by reference.

4. Add as Article 16 the following:

   Contractor shall hire an Energy Coordinator to plan for crisis intervention activities. Contractor shall use $20,000.00 for salary and fringe benefits and $10,000.00 for non-personnel support as stated in the revised Attachment A. Such funds shall be used from October 1, 1979 to September 30, 1980.

5. Add as Article 17 the following:

   Contractor shall assure that the Energy Coordinator performs the following activities: counseling, advocacy, outreach, and other necessary support services in crisis intervention. Such activities shall remain distinct from and independent of the processing and certification of applications for the Energy Crisis Assistance Program (ECAP). However, the coordinator may perform complimentary activities such as referral to ECAP.

All other terms and conditions shall remain the same.

ATTACHMENT A

CRISIS INTERVENTION PROGRAM

Budget

Revised October 1, 1979

Contract Total	$ 32,800.31	Maximum
Program Funds	2,685.61	Maximum
Administration	114.70	Maximum
Non-Federal Share Required	Ø	
Energy Coordinator		
Salary and Fringe	20,000.00	Maximum
Non-Personnel Costs	10,000.00	Maximum

STANDARD AGREEMENT — APPROVED AS TO FORM BY ATTORNEY GENERAL

STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

AGREEMENT NO. 80-59

CONTRACTOR'S COPY

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

CLAIMED
COUNTY J-1
DIV. 5-5-80

THIS AGREEMENT, made and entered into this 1st day of December, 1979, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

P.C. 811

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	Employment Development Department California State Office of Economic Opportunity	8000 1575

hereinafter called the State, or CSOEO, and

Yolo County Economic Opportunity Commission

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

[Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.]

WHEREAS, the parties to this agreement desire, pursuant to Section 222 (a)(5) of the Economic Opportunity Act of 1964, as amended, and 45 CFR Subpart 1061.70, to implement an Energy Crisis Assistance Program (ECAP) to assist poverty and low-income households affected by energy-related crises resulting from high energy costs and an anticipated severe winter.

FILED

FEB 27 1980

PETER McNAMEE, Clerk

By Anna M Bolton
Deputy

NOW, THEREFORE, the parties agree as follows:

The provisions of Page 2 herein constitute a part of this Agreement.

(Continued on Page 3)

APPROVED

Department of Finance

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the day and year first written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Employment Development Department/ California State Office of Economic Opportunity	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) Yolo County Economic Opportunity Commission
BY (AUTHORIZED SIGNATURE) Richard Lee	BY (AUTHORIZED SIGNATURE) Lynda Thompson
TITLE Director, CSOEO	TITLE Chairman, Yolo County Board of Supervisors
	ADDRESS 442 College Street, Woodland, CA 95695

(CONTINUED ON ___ SHEETS EACH BEARING NAME OF CONTRACTOR)

Department of General Services
Use ONLY
POLICY | PURPOSE
Department of General Services
APPROVED
FEB 11 1980
BY C O Brasher
Asst. Chief Counsel

AMOUNT ENCUMBERED	APPROPRIATION	FUND
$ 66,729.00	1555 UI CODE	UNEMPLOY ADMIN
UNENCUMBERED BALANCE	ITEM / CHAPTER / STATUTES	FISCAL YEAR
$		80
ADJ. INCREASING ENCUMBRANCE	FUNCTION	
$	98110-931-03900	
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT	
$		

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

F.A.S. NO. | O.E. NO.

SIGNATURE OF ACCOUNTING OFFICER: Robert Sims — DATE: 1/28/80

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1205 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY — DATE

Articles

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

8. Term

The term of this agreement shall be from December 1, 1979 to September 30, 1980.

9. Budget

Total amount payable shall not exceed $ 66,729 as specified in the Budget attached hereto as Attachment A, incorporated herein by reference. Where Contractor incurs expenditures in excess of the total amount of the budget, the amount of the over-expenditure shall be absorbed by the Contractor

A. Administrative Costs - Contractor shall expend up to six percent (6%) of program funds for administrative and support costs; for example, space costs, desk top supplies, consultants, outreach activities, transportation costs, and/or any other support cost necessary for successful operation of ECAP.

Where Contractor delegates any part of its duties under the program to other agencies after CSOEO's approval, Contractor shall provide a prorata share of its administrative funds to the subcontractor(s).

B. Limitations on Payments - Contractor shall not exceed the actual amount needed to ameliorate each household's energy-related problem or $400.00, whichever is less.

C. Maintenance of Effort - Resources for similar services scheduled to be provided this heating season under state and local authorities shall not be reduced because of this program, nor shall this program be used as a substitute for such services. Exceptions may be made only in those situations where a strict application of this requirement would result in unnecessary hardship or be inconsistent with the purposes of ECAP. Requests for any such exceptions shall be made in writing to CSOEO, which shall forward them to the Community Services Administration (CSA) for a decision.

10. Payment and Invoicing

Upon request, Contractor will be given an initial advance of $ 13,345 as authorized by 45 CFR 1068.40-3. Thereafter, Contractor shall submit monthly invoices, using CSOEO Form #51 Monthly Report of Costs and Status of Cash, attached hereto as Attachment B, incorporated herein by reference. CSOEO will commence liquidating this advance during the last two months of the agreement.

11. Applicant Eligibility

A. Income - Contractor shall ensure that only (1) households with incomes at or below 125 percent of the CSA Poverty Guidelines (attached hereto as Attachment C, incorporated herein by reference), and (2) households whose heads receive Supplemental Security Income (SSI) shall receive assistance under ECAP.

B. Determination of Income Eligibility - Contractor shall determine applicant eligibility based on a period of not more than 12 months nor less than 90 days preceeding the request for assistance. Proof of income eligibility is required. Documents that may be used as proof of eligibility include,

but are not limited to, the following: W-2 Forms, Welfare Basic Grant Forms, and Social Security Statement of Earnings. When proof of eligibility is unavailable, an applicant shall sign a declaration. The Client Intake Form/ Declaration shall be used and appears as Attachment D, Form #38 attached hereto and incorporated herein by reference. Contractor shall review ten percent (10%) of such applications to verify income eligibility.

12. Use of Funds

Contractor shall use these funds to provide assistance to eligible households to offset the high cost of household energy. Specifically, they shall be used to:

A. Make payments to vendors and suppliers of fuel, goods, and other services;

B. Establish lines of credit with fuel/utility vendors for the benefit of eligible households;

C. Provide immediate, emergency assistance to prevent hardship or danger to health in the form of goods or services such as emergency fuel deliveries, blankets and warm clothing, temporary shelter, food, medicines, or other supportive services.

To further prevent hardship or danger to health, Contractor may make emergency repairs to housing such as patching a roof or replacing a broken window, but funds under this program shall not be used to weatherize homes.

Contractor shall comply with all CSA rules and regulations governing the purchase of property or services. Where only one bid is received (sole source) in which the aggregate expenditure is expected to exceed $5,000, Contractor shall receive prior approval from CSA before entering into the proposed sole source contract.

13. Program Operation

A. Intake/Application Process - Contractor shall use the items requested on Form #38, to be provided by CSOEO, as the minimum amount of information required in designing its intake/application form.

B. Outreach - Contractor shall provide assistance to those identifiable households, whether or not they have access to other supportive service networks, which are income eligible for ECAP. Contractor shall contact persons potentially eligible for this program through the use of the following:

(1) Outreach workers;

(2) Community groups;

(3) Service organizations;

(4) Volunteer groups;

(5) Other public agencies;

(6) Decentralized intake and certification systems;

(7) Bulk mailings, radio and T.V., public service announcements;

(8) High circulation and target-group directed newspapers;

(9) Other available means of mass communication.

Expenses incurred for these outreach activities shall be included as administrative costs.

C. Priority Services

(1) Elderly - Highest priority shall be placed on serving the elderly. Contractor shall provide special services to the elderly; suggested activities include:

a. Intake and certification by mail;

b. Scheduled appointments;

c. Transportation to intake center;

d. Use of senior citizen centers for provision of services;

e. Intake and certification in residence for persons unable to leave their residences due to infirmity or fear of victimization;

f. Orientations on on-site visitations to reinforce these program efforts.

(2) Renters - Contractors shall serve eligible renters who are experiencing an energy-related crisis where one or more of the following conditions exist:

a. The renter pays for the household energy, utility, or fuel bills directly;

b. The renter pays for same in (a) indirectly and a portion of the rent specifically indicates for energy, utility, or fuel;

c. The renter qualifies for any other service, listed under Use of Funds, Page 4, because of an energy-related crisis;

d. The renter lives in a building heated with natural gas provided for in his or her rent, but the heating is inadequate and the renter:

- Purchases electric space heater(s) or an electric blanket, and

- Qualifies for ECAP assistance.,

D. Coordination with Utility/Fuel Vendors

Contractor shall investigate and be informed of the internal policies established by the utility vendor(s) to provide customer assistance under this program. Where appropriate, Contractor shall negotiate with the utility vendor(s) and make policy recommendations to such vendor(s) in the interests of ECAP applicants.

Contractor shall ensure that in each case where payment is certified that:

(1) Reconnection of utilities and/or delivery of fuel is made upon certification for payment;

(2) For any remaining balances, the customer is offered a deferred payment arrangement or a level payment plan;

(3) A reconnection charge is paid only where such a charge was company practice prior to September 1, 1979; and

(4) No security deposit is required to be paid except where such a deposit was required by state law or explicit state regulation prior to September 1, 1979 and, where required by law or regulation is included in a deferred payment arrangement.

E. Applicant Denial/Appeal Procedures - Contractor shall establish procedures for review of partial or complete denial of assistance for specific, tangible benefits to low-income households (e.g., utility payments and in-kind assistance) for which the Contractor currently is receiving CSOEO funds. Contractor shall inform all applicants of these procedures. The procedures shall not apply to such activities as community organization, information and referral, etc. A denial of assistance shall exist when the following events occur:

(1) Benefits or services and/or funds are available;

(2) Contractor has the authority to provide or disburse them;

(3) Applicant falls within or believes that he/she can prove that he/she falls within the income eligibility and established program guidelines.

Procedures for reviewing denials of assistance shall include:

(1) Notify the applicant in writing of the reasons for the denial, that he/she may request a review of the denial, and may submit additional information;

(2) Review the denial of application in a timely manner if requested by applicant;

(3) Notify the applicant in writing of the final decision;

(4) Publicize the existence of the appeal process.

If the population served by Contractor includes a sizable non-English speaking group, procedures, written materials, and publicity shall be made available in that language.

Contractor shall maintain on file a written description of the above procedures which shall be made available to the public and for review by CSA or CSOEO upon request.

14. Monitoring and Auditing

The Comptroller General of the United States and his/her designee, the Director, U.S. Community Services Administration and his/her designee, and CSOEO shall have the right to monitor and evaluate under this agreement through on-site inspections,

or through other means, in order to ensure the effective provision of services to low-income persons. The Comptroller General of the Unites States and his/her designee, and CSOEO shall have access for the purpose of audit and examination to any of Contractor's books, documents, papers, information, and records of any energy-crisis services provided under this agreement.

Contractor is required to have an audit of this program; however, a separate audit is not required. The program may be audited at the time of the Contractor's regularly scheduled audit. Contractor shall assure that one copy of the completed audit report is submitted by the auditor to CSOEO concurrent with submission to Contractor, within one year after the termination of the contract.

Private Contractors shall secure the services of an independent certified public accountant, or independent public accountant, certified or licensed by the State of California, to perform this required audit.

Public grantees and delegate agencies may be surveyed and audited by public auditors such as city, county, or state audit organizations. Public audit agencies do not include organizations whose prime function is to pre-audit vouchers prior to payment.

15. Records and Inspections

Contractor shall submit financial, program progress, evaluation, and other reports as required by CSA/CSOEO directives, and shall maintain such property, personnel, financial and other records and accounts as are deemed necessary by CSA/CSOEO to assure proper accounting for all program funds. Contractor shall permit on-site inspections by CSA/CSOEO representatives, and shall effectively require employees and board members to furnish such information as, in the judgement of the CSA/CSOEO representatives, may be relevant to a question of compliance with conditions of the agreement and CSA/CSOEO directives, or the effectiveness, legality, and achievement of the program. All agreement records shall be made available to the authorized representatives of CSA, the Comptroller General of the United States, and CSOEO. The records shall be retained for three years after the expiration of this agreement unless permission to destroy them is granted by the Director of CSA, through CSOEO. Such record keeping shall be in accordance with OMB Circular A-102 and all pertinent regulations promulgated by CSA.

16. Reporting

Contractor shall submit the following progress reports to cover activities performed in this program:

A. Quarterly Project Progress Review Reports, CSOEO Form #62;

B. Bi-weekly progress reports from start date of program until January 30, 1980, which shall include the following information:

(1) Total numbers of households assisted;

(2) Total number of individuals assisted;

(3) Total number of elderly-headed households assisted;

(4) Total dollars obligated for heating/fuel bills;

(5) Total dollars obligated for other purposes (specify).

17. Unilateral Modification

Notwithstanding Article 6 above, CSOEO shall have the right to amend this agreement unilaterally should any of the following conditions occur:

A. Cessation of Funding - Funding for this agreement is contingent upon CSOEO's continued receipt of funds from the U.S. Community Services Administration (CSA). Modifications shall be necessary if CSA suspends or terminates the master funding grant with CSOEO for purposes of this agreement. This agreement shall be modified accordingly in such event.

B. Changes in Federal and State Regulations - In the event that Federal or State regulation changes affect the terms of the Agreement, this Agreement shall be modified to assure conformity with such Federal and State requirements.

C. Contractor Inadequately Performs Duties - CSOEO shall have the right to reduce the amount of Contractor's funding when, in the opinion of CSOEO expressed in writing to Contractor, (1) Contractor's performance in whole or in part, either has not been substantially carried out or is insufficiently documented, or (2) Contractor has neglected, failed or refused to furnish necessary information or to reasonably cooperate with any inspection or review of its program or records. CSOEO shall conduct a thorough evaluation of the Contractor's performance and shall provide Contractor with written notice at least 10 days prior to reduction of funds. Contractor shall be subject to an evaluation if the agreement has been in existence more than three (3) months.

D. Contractor Requests Funding Augmentation - Upon receipt of a written request for additional funds accompanied by modified performance goals and budget from Contractor, CSOEO shall have the option to increase the amount of Contractor's funding.

18. Suspension

The Director of CSA may, in accordance with published regulations, require CSOEO to suspend or terminate this agreement in whole or in part for cause, which shall include: (1) failure or unwillingness of the Contractor to comply with the approved program including attached conditions, with applicable Statutes and Executive Orders, or with such CSA directives as may become generally applicable at any time; (2) submission by Contractor to CSA/CSOEO of reports which are incorrect or incomplete in any material respect; (3) ineffective or improper use of federal funds by Contractor; (4) making any change which significantly impairs the representative character of the Contractor's policy-making body or the Contractor's capacity to enlist community support; (5) failure of Contractor either to adequately monitor and evaluate program activities delegated to other agencies or to provide effective guidance to such agencies in carrying out the purpose and activities of the portions of the approved program delegated to them. No suspension or termination shall affect any expenditure or legally binding commitments made prior to receiving notice if such commitments were made in good faith and not in anticipation of termination and are otherwise allowable. Funds shall not be treated as committed for this purpose solely by virtue of this agreement. Upon suspension or termination, the disposition of unexpended federal funds and property purchased with program funds shall be subject to CSA direction.

19. Termination

Either party may terminate this agreement effective 30 days after written notice to the other party. In such event Contractor shall be paid for its actual allowable costs in accordance with the terms of this agreement up to the time the termination notice becomes effective.

20. Failure to Perform, Notice, Right to Correct Performance

If Contractor fails to perform in whole or in part under this agreement or fails to make sufficient progress so as to endanger performance, CSOEO shall notify the Contractor of such unsatisfactory performance in writing. Contractor has ten (10) working days in which to respond with a plan agreeable to CSOEO for correction of the deficiencies. If Contractor does not respond with an appropriate plan within the appointed time, CSOEO shall serve a termination notice on the Contractor which shall become effective within thirty (30) days after receipt. In the event of such termination, CSOEO shall be liable for payment only for services rendered up to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement.

21. Discrimination

A. Program Participation - No persons in the United States shall, on the ground of race, color, national origin, sex, or on the ground of any other factor specified in any federal law prohibiting discrimination, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, project or activity supported in whole or in part with financial assistance provided by this agreement.

B. Employment - In all hiring or employment made possible by or resulting from this agreement, Contractor (1) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin, and (2) shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. This requirement shall apply to, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall comply with all applicable Statutes and Executive Orders on equal employment opportunity and this Agreement shall be governed by the provisions of all such Statutes and Executive Orders, including enforcement provisions, as implemented by, but are not limited to, CSA directives.

22. Receipt of Funds

As a condition for receipt of CSOEO funds, Contractor assures that it will comply with all applicable regulations, policies, and procedures promulgated by CSA/CSOEO and all other applicable federal, state, and local laws.

23. Patents

Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to the Director of CSA for determination as to whether patent protection on such invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

24. Public Relations

Contractor shall include public relations credit to the State of California and the Community Services Administration in all press releases, news conferences, and radio or television presentations pertaining to the activities carried out under this agreement and any subcontract based upon this agreement.

25. Assurances

These assurances shall govern all activities conducted pursuant to this Agreement:

A. Legal Authority - Contractor certifies that it possesses legal authority to apply for the grant, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the filing of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Contractor to act in connection with the application and to provide such additional information as may be required.

B. Conflict of Interest - Contractor assures that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit, directly or indirectly from this Agreement. In addition, Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

C. Covenant Against Contingent Fees - Contractor assures that no person or selling agency or other organization has been employed or retained to solicit or secure this funding action upon an agreement or understanding for commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, CSA shall have the right to require CSOEO to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek other remedies as may be legally available.

D. Working Conditions - Contractor shall ascertain and assure that safe and healthful working conditions exist at all work sites.

E. Property - No funds under this Agreement shall be expended or costs incurred for the purchase of real property except as in accordance with regulations on the acquisition, ownership, and disposition of personal property as set forth in OEO Instruction 7001-01a, a copy of which can be obtained from CSOEO.

F. Religious Institutions - Contractor assures that any part of the approved program that is conducted by a church or church-related institution is entirely non-sectarian in content and purpose, and that CSA directives on grants and delegations to churches or church-related institutions are satisfied.

26. Contract Approvals

This agreement shall not be effective until signed by both parties and approved by the State of California, Department of General Services.

ATTACHMENT A

Budget

Administrative Costs	$ 4,188
Program Costs	$62,541
TOTAL	$66,729

ATTACHMENT B

MONTHLY REPORT OF COSTS AND STATUS OF CASH

PROGRAM: CSA ENERGY CRISIS ASSISTANCE PROGRAM DATE:

PROJECT CODE: 811 CONTRACT NO.: 8000- REPORT MONTH:

TO: EDD/California SOEO
Budget & Accounting Unit
555 Capitol Mall, Room 325
Sacramento, CA 95814

FROM:

SECTION I ADVANCE REQUEST

THIS SECTION FOR ADVANCE REQUEST ONLY

Amount Requested
$

EXPENSE/ ACTIVITY CODES: 931 - 051

SECTION II EXPENDITURES AND ADJUSTMENTS

EDD/OEO Expense And Activity Codes	Cost Category	Program Budget (1)	Last Month's Cumulative Costs (2)	Adjustment To Last Mo Cumulative Costs (3)	Report Month Costs (4)	Cumulative Costs (5)	Remaining Budget Amount Available (6)
932 - 051	A. Administrative Costs						
933 - 051	B. Program Costs						
	C. Total						

SOEO FORM: #51 (11/79)

Column 5 From Last Month's Form

Explain in Section IV "Remarks"

Columns 2+3+4=5

Columns 1-5=6

SECTION III STATUS OF CASH

A. Total cash received to date from CSOBO (Including advances) $_____

B. Total cash requested in previous monthly reports (CSOBO Form #51) but not received $_____

1. Subtotal (A + B) 1. $_____

C. Cumulative Costs (Column 5 total from Page 1) $_____

D. Net advances outstanding to your delegate agencies (if any) $_____

E. Anticipated total cash needed for the two months following the report month $_____

2. Subtotal (C + D + E) or Budget Total (Column 1, Line C, Section II, Page 1), whichever is less 2. $_____

F. Cash Deficiency or Surplus (subtotal 1 minus subtotal 2) $_____

G. Cash Requested (Round off) $_____

SECTION IV REMARKS

(Attach Additional Sheets as Needed)_____

SECTION V CERTIFICATION

I certify that this report is true in all respects and that all disbursements have been made for the purpose and conditions of the contract.

Type Name and Title _____ Signature _____ Date _____ Phone _____

FOR CSOBO USE ONLY:

APPROVED FOR PAYMENT: CALIFORNIA SOBO

BEWD _____ B&A _____ Authorized Signature _____

03900-811-

CSOBO FORM #51 (12/79)

ATTACHMENT C

125% of Poverty Income Guidelines for California

Size of Family Unit	Non-Farm Family	Farm Family
1	$4,250	$3,638
2	5,625	4,800
3	7,000	5,963
4	8,375	7,125
5	9,750	8,288
6	11,125	9,450

For family units with more than 6 members, add $1,375 for each additional member in a non-farm family and $1,163 for each additional member in a farm family.

ATTACHMENT D

State of California
Office of Economic Opportunity
CSOEO FORM #38

CONFIDENTIAL

White Copy - Agency
Yellow Copy - Applicant
Pink Copy - Delegate Agency

ENERGY CRISIS ASSISTANCE PROGRAM FY 1979-80

CLIENT INTAKE FORM/DECLARATION

PLEASE PRINT — BRIEF CLIENT FIRST!!! — (Invalid After September 30, 1980)

I. BASIC INFORMATION

Applicant's Name _____ Renter/Owner (?)

Address _____ Zip _____

Telephone _____ Age: Under 60 ____ 60-64 ____ Over 65 ____

Number in Household _____ Referred by _____

Please state amount and source of all income(s):

1. _____ 3. _____

2. _____ 4. _____

Total annual income of household from all sources $_____

Income Verification: ( ) Income Records ( ) Declaration only

Program Eligibility Verification: ( ) Bills Attached

II. ELIGIBILITY

I have read the income guidelines for the Energy Crisis Assistance Program (ECAP) declare under penalty of perjury that:

(a) All information in Paragraph I is true and correct to the best of my knowledge.
(b) I am the only person living at the address given who has applied for ECAP.
(c) Neither I nor any member of my household has previously applied for ECAP.

I authorize the below-named agency to examine all records pertinent to my application

_____ _____

Signature Date

III. APPLICATION

Type of Assistance Provided	Supplier	Account Name and Account Number	Amount/ Date Paid	Date Fut. Cr. Term.
Future Credit/Fuel/Util.				

Note: If any account(s) is in the name(s) of household members other than the applicant, please give the name. This information is requested for purposes of identifying the household's utility/fuel vendor and as evidence of the vendor/vendee relationship.

IV. APPEAL RIGHTS

If for any reason you have been denied assistance under this program, you have a right to an appeal. Please request an appeal form from the agency representative.

V. AGENCY INFORMATION

Agency/Delegate _____

Agency Representative _____

Contract Number _____ Date _____

CLIENT INTAKE FORM - Instructions

The regulation document in your operators packet may serve as a good briefing tool. However, the best approach is to become thoroughly familiar with the federal regulations. Always complete this form, in total, in the presence of the client. Please be reminded the program assistance per client limitation is $400.00.

I. BASIC INFORMATION

Applicant's Name:

Place the name of individual requesting the assistance on this line. The applicant.

Address

Address of individual requesting assistance.

Telephone:

Telephone number of individual requesting assistance. If applicant does not wish to give number, forget it.

Age

Age of applicant/head of household.

Number of Household:

Number of individuals in household of above address.

Referred By:

Individual or organization that recommended applicant.

Please State Amount and Source of All Income(s):

List source and amount of income in spaces. If additional space needed, list on blank sheet and attach to Client Intake Form.

Total Annual Income of Household From all Sources:

The sum total of all stated income.

Income Verification ( ) Income Records ( ) Declaration:

Method by which stated income was verified. For each stated income there should be accompanying income records (W-2 Forms, payroll stubs, public agency documents, etc.)

The "declaration only" must be checked where income records are not available.

II. ELIGIBILITY

The declaration must be read, understood, signed, and dated by the applicant.

STANDARD AGREEMENT — STATE OF CALIFORNIA STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

AGREEMENT NO. 80-60

CONTRACTOR'S COPY

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

CLEARED
COG EDS
DEPT. I-4

THIS AGREEMENT, made and entered into this 17th day of December, 19 79, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

P.C. 822

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	Employment Development Department California State Office of Economic Opportunity	7901-0566 Am #2

(hereinafter called the State) or CSOEO, and
Yolo County Economic Opportunity Council

(hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Amendment No. 2

That agreement, entered into on July 15, 1979, and amended on September 1, 1979 is hereby further amended as follows:

1. The ending date of the term, as stated in Article 8 is hereby changed from December 31, 1979 to March 31, 1980.

All other terms and conditions remain unchanged.

FILED

MAR 4 - 1980

PETER McNAMEE, Clerk
By Debra Gurley Hilliard
DEPUTY

FEB 1980
RECEIVED
EOCYC, INC.
WOODLAND, CA
95695

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY Employment Development Department California State Office of Economic Opportunity	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) Yolo County Economic Opportunity Council
AUTHORIZED SIGNATURE	BY (AUTHORIZED SIGNATURE) Sandra Thompson
TITLE Director - CSOEO	TITLE Chairman, Board of Supervisors
	ADDRESS Yolo County Courthouse Woodland, California 95695

Department of General Services Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION		FUND	
$				
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$				
ADJ. INCREASING ENCUMBRANCE	FUNCTION			
$				
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
$				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER — DATE 1/24/80

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY — DATE 2-1-80

BK

FILED

JAN 22 1980

PETER McNAMEE, Clerk

By Jan Orser DEPUTY

AGREEMENT NO. 80-61

(Agreement Amending Land Use Contract)

THIS AGREEMENT, made and entered into this 22nd day of January, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter called "COUNTY"), and AMOS M. McLEOD and JEAN L. McLEOD, husband and wife, as Joint Tenants, P. O. Box 13, Brooks, California, 95606, (hereinafter called "SUCCESSOR"),

W I T N E S S E T H:

RECITALS:

1. COUNTY AND JOSEPH W. GALIK and JANE L. GALIK, husband and wife, entered into a Land Use Contract, Yolo County Agreement No. 70-110, which was recorded in the Office of the County Recorder of the County of Yolo in Book 936 of Official Records at Page 182.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENT:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 70-110.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States Mail, postage prepaid, addressed as set forth above.

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

Frayle J. Thompson

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

SUCCESSOR

Amos M. McLeod

AMOS M. McLEOD

Jean L. McLeod

JEAN L. McLEOD

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TELEPHONE (916) 666-8211

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On January 22, 1980, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA THOMPSON known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

WITNESS my hand and official seal the day and year first above appearing.

PETER MCAFEE, COUNTY CLERK

By..... DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this 10th day of January 1980, before me, the undersigned Notary Public in and for the said county and state, personally appeared AMOS M. McLEOD and JEAN L. McLEOD, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 10th day of January, 1980.

NOTARY PUBLIC

OFFICIAL SEAL
KERRY L. DUNCAN
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My comm. expires JUL 31, 1981

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

YOLO COUNTY

RECORDING REQUESTED BY

TITLE INSURANCE AND TRUST COMPANY

AND WHEN RECORDED MAIL TO

MR. AND MRS. AMOS M. MC LEOD
[illegible] LAWSON LANE
SARATOGA, CALIFORNIA 95070
916-796-3678

MAIL TAX STATEMENTS TO

ABOVE

P.O. Box 13
Brooks, Ca
95606

VOL. 1264 PAGE 347
OFFICIAL RECORDS
RECORDED AT REQUEST OF
TITLE INS. & TRUST CO.
AUG 29 1977
AT 40 Min. Past 3 O'Clock P. M.
YOLO COUNTY, CALIFORNIA
Fee $3.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Individual Grant Deed

THIS FORM FURNISHED BY TICOR TITLE INSURANCE

A.P.N.

The undersigned grantor(s) declare(s):
Documentary transfer tax is $ 165.50 C.A.
(X) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: ( ) City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JOSEPH W. GALIK AND JANE L. GALIK, HUSBAND AND WIFE,

hereby GRANT(S) to AMOS M. McLEOD AND JEAN L. McLEOD, HUSBAND AND WIFE, AS JOINT TENANTS,

the following described real property in the County of Yolo, State of California:

LOTS 15 and 16, MAP OF THE AMORANTH COLONY TRACT, FILED NOVEMBER 22, 1894 IN BOOK 1 OF MAPS, PAGE 33, YOLO COUNTY RECORDS.

CERTIFIED TO BE A TRUE
AND CORRECT COPY
Title Insurance and Trust Company
BY _____

Dated August 26, 1977

Joseph W. Galik
Joseph W. Galik

Jane L. Galik
Jane L. Galik

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.
On August 26, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph W. Galik and Jane L. Galik

known to me to be the person S whose name S ARE subscribed to the within instrument and acknowledged that they executed the same.
WITNESS my hand and official seal.

Signature Evelyn J. Puett
Evelyn J. Puett

EVELYN J. PUETT
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 24, 1980

Title Order No. 13427-FE Escrow or Loan No.

MAIL TAX STATEMENTS AS DIRECTED ABOVE 16834

REC'D 1264 PAGE 349

YOLO COUNTY

RECORDING REQUESTED BY

TITLE INSURANCE AND TRUST COMPANY

AND WHEN RECORDED MAIL TO

MR. AND MRS. JOSEPH W. GALIK
[illegible]
WOODLAND, CALIFORNIA

1645
McDonough Hts
Healdsburg
Lot 5 Blk 48

VOL. 1155 PAGE 543
OFFICIAL RECORDS
RECORDED AT REQUEST OF
TITLE INS. & TRUST CO.
AUG 4 1975
at 8 Min. past 11 o'clock A. M.
YOLO COUNTY, CALIFORNIA
Fee $3.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW

ABOVE

DOCUMENTARY TRANSFER TAX $ 1.25
☒ COMPUTED ON THE FULL VALUE OF PROPERTY CONVEYED, OR
☐ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE
Title Insurance & Trust Co.
Signature of declarant or agent determining tax - Firm name

Grant Deed

D.T.T. $

TO BE CALLED FOR

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
MARTHA M. STEPHENSON, A WIDOW,

hereby GRANT(S) to JOSEPH W. GALIK AND JANE L. GALIK, HIS WIFE,
AS JOINT TENANTS,

the following described real property in the
County of Yolo, State of California:

Lots 15 and 16, Map of The Acacenth Colony Tract, filed November 22, 1894 in Book 1 of Maps, page 53, Yolo County Records.

CERTIFIED TO BE A TRUE
AND CORRECT COPY
Title Insurance and Trust Company
BY

Dated July 16, 1975

Martha M. Stephenson
Martha M. Stephenson

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.
On July 16, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared Martha M. Stephenson

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.
WITNESS my hand and official seal.

Signature Evelynn J. Puett
Evelynn J. Puett
Name (Typed or Printed)

OFFICIAL SEAL
EVELYNN J. PUETT
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 24, 1976

Title Order No. 10567 Escrow or Loan No.

MAIL TAX STATEMENTS AS DIRECTED ABOVE 10715

BOOK 1155 PAGE 543

BK

AGREEMENT NO. 80-62

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 2932

(Iron Triangle Industrial Park)

THIS AGREEMENT is made and entered into on this 22nd day of January, 1980, by and between R.C. COLLET, INC.

hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2932, and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said Subdivision No. 2932 Public improvements including but not limited to street improvements consisting of concrete curbs, gutters, and driveway aprons, asphalt paving and base, water distribution system, waste water collection system, and on-site and off-site storm drainage facilities necessary to adequately drain said Subdivision in accordance the standards imposed by law, all in accordance with said Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider shall obtain and file with the County good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County Pursuant to Chapter 5, Division 2, Title 7, of the California Government Code. The amount of such "Improvement Securities" shall be as follows:

   (1) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to be guarantee of faithful performance.

   (2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee payments to contractors, laborers, and materialmen.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1107 prior to final acceptance of improvements and shall deposit $4,456.63 for said purpose.

5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees, and all action or causes of action filed by any person or persons claiming damage cause by the development of said Subdivision No. 2932.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against Claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $500,000 in respect to personal injuries and/or death of any one person, $1,000,000 in respect to personal injuries or death for any one occurrence and $500,000 in respect to property damage in any one occurrence.

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

8. That the completion of the development of said Subdivision No. 2932 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

9. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after the acceptance thereof.

10. If the construction of the work or improvement should be delayed without fault of the Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this Agreement or amendments thereto, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

12. Where required pursuant to the provision of Section 66496 of the California Government Code the Subdivider shall furnish the County a bond or cash deposit in the amount of $ 100.00 guaranteeing payment of the cost of setting monuments of survey.

13. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions ofParagraph 9 of this Agreement.

14. Any extension of time hereunder shall not operate to release the surety on the Improvement Securities filed pursuant to this Agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

15. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242 (a), formerly Rule 29 (a) of the Rules for the Superior Court, State of California.

16. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By Tenyla J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBDIVIDER

By

By

ATTEST:

PETER McNAMEE, COUNTY CLERK

By
DEPUTY

Recommended for Approval to the Board of Supervisors of the County of Yolo:

Director of Public Works

APPROVED AS TO FORM:

COUNTY COUNSEL

BK

FILED

JAN 22 1981

PETER McNAMEE, Clerk

By Jan Orsen DEPUTY

AGREEMENT NO. 80-63

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 2884
(Boatman Business Park)

THIS AGREEMENT is made and entered into on this 28TH day of DECEMBER, 1979, by and between BOATMAN PROPERTIES, INC. hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2884, and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That Subdivider will develop and construct in and adjacent to said Subdivision No. 2884 public improvements including but not limited to street improvements consisting of concrete curbs, gutters and driveway aprons, asphalt paving and base, water distribution system, waste water collection system, and on site and off site storm drainage facilities necessary to adequately drain said subdivision in accordance with the standards imposed by law. All plans and improvements shall be in accordance with Yolo County Improvement Standards and Specifications and shall be approved by the Department of Public Works. Said improvements shall be completed in good and workmanlike manner within twenty-four (24) months after the date hereon, and upon satisfactory completion shall be relinquished to the agency of jurisdiction as agreed upon herein.

///

///

2. That the Subdivider shall obtain and file with the County good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County Pursuant to Chapter 5, Division 2, Title 7, of the California Government Code. The amount of such "Improvement Securities" shall be as follows:

(1) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee faithful performance.

(2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee payments to contractors, laborers, and materialmen.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County the actual costs of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit $3,663 00 for said purpose.

5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees, and all action or causes of

action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2884.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against Claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $500,000.00 in respect to personal injuries and/or death of any one person, $1,000,000.00 in respect to personal injuries or death for any one occurrence and $500,000.00 in respect to property damage in any one occurrence.

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

8. That the completion of the development of said Subdivision No. 2884 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvements shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as herein required.

9. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

10. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this Agreement or amendments thereto the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

12. Where required pursuant to the provision of Section 66496 of the California Government Code the Subdivider shall furnish the County a bond or cash deposit in the amount of $300.00 guaranteeing payment of the cost of setting monuments of survey.

13. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this Agreement.

14. Any extension of time hereunder shall not operate to release the surety on the Improvement Securities filed pursuant to this Agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

15. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the

for the Superior Court, State of California.

16. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assign of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By Freyla J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBDIVIDER-BOATMAN PROPERTIES, INC.

By
Richard C. Boatman, President

By Mary K. Ohmer
Mary K. Ohmer, Secretary

ATTEST:

PETER McNAMEE, County Clerk (SEAL)

By Peter E. Lucas
(Deputy)

Recommended for Approval to the Board of Supervisors of the County of Yolo:

Lloyd H. Roberts
Director of Public Works

APPROVED AS TO FORM:

County Counsel

Date: Jan 15, 1959

RETURN TO: PETE LUCAS
COURTHOUSE

FILED
MAR - 5 1980
PETER McNAMEE, Clerk
By Pete E. Lucas Deputy

3625

U U 3 5 2 5

AGREEMENT NO. 80-64

OFFICIAL RECORDS
YOLO CO., CALIF.
RECORD REQUESTED BY:
COUNTY OF YOLO
FEB 29 10 42 AM '80
PETER McNAMEE
COUNTY RECORDER

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 22nd day of January, 1980, by and between

James A. Borchard and Elizabeth M. Borchard
Rt 1 Box 64 Woodland Calif 95695
(mailing address)

herinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 43 by the County by Resolution No. 80-10, which was filed in the Office of the County Recorder of Yolo County on February 15, 1980, and recorded in Volume 1411 of Official Records at Page 184, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

BOOK 1412 PAGE 713

(Rev. 4-71)

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Tingle J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

James A. Bachand

Elizabeth M Bachand

Book 1412 Page 784

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On JANUARY 22, 1980, before me, the undersigned, County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

PETER McNAMEE, COUNTY CLERK

By Pete E. Lucchesi DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19___.

_____

(Rev. 4-71)

Book 1412 Page 715

STATE OF CALIFORNIA
County of Yolo ss.

On Aug. 24, , 1979, before me, Joseph M. Falvey
a Notary Public, in and for said State, personally appeared
James A. Borchard & Elizabeth M. Borchard
known to me to be the persons whose name are subscribed
to the within instrument, and acknowledged ~~to me~~ that the y executed the same.

My commission expires

Joseph M. Falvey
Notary Public

JOSEPH M. FALVEY
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires December 12, 1979

☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

☐ PLANT INFORMATION GUARANTEE
XX☐ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE

Order No. 78634 Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

JAMES A. BORCHARD AND ELIZABETH M. BORCHARD

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of December 12, 1980 @ 8:00 a.m., in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By _____ President

By _____ Secretary

WESTERN TITLE INSURANCE COMPANY INCORPORATED AUGUST 21, 1972 CALIFORNIA

Please note carefully the liability exclusions and limitations and the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

CLTA GUARANTEE FORM NO. 16 (REV. 6-8-71)

BOOK 1412 PAGE 716

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 78634 Effective Date: July 31, 1979 @ 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Assessor of Yolo County subsequent to County, California, and the indices of the County Recorder of said March 1st, 1979, with respect to the name(s) of

James A. Borchard and Elizabeth M. Borchard, his wife, as community property

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The North 2/3 of the East 3/4 of the Southeast Quarter of Section 7, Township 9 North, Range 2 East, M.D.B.&M.

EXCEPTING THEREFROM the following:

(a) Beginning at a point on the East line of said Section 7 that is situate North 1612.94 feet from the Southeast corner of said Section 7 and extending thence at rights angles to said Section line, West 235.0 feet; thence parallel to said Section line North 185.36 feet; thence at right angles to said Section line East 235.0 feet to the East line of said Section 7; thence along Section line South 185.36 feet to the point of beginning.

(b) Beginning at a point in the East line of said Section 7 that is situate North 1798.30 feet from the Southeast corner of said Section 7 and extending thence at right angles to said section line West 235.00 feet; thence parallel to said section line South 30.00 feet; thence at right angles to said section line West 215.00 feet; thence parallel to said section line North 195.00 feet; thence at right angles to said section line East 450.00 feet to said section line; thence along said section line South 165.00 feet to the point of beginning.

Note: The Yolo County Assessor designates the herein described property on their 1978-79 Assessment Roll as Assessors Parcel No. 41-010-03, Code Area 87-068

NOTE: This Guarantee is liminted to the above described property.

BOOK 1412 PAGE 717

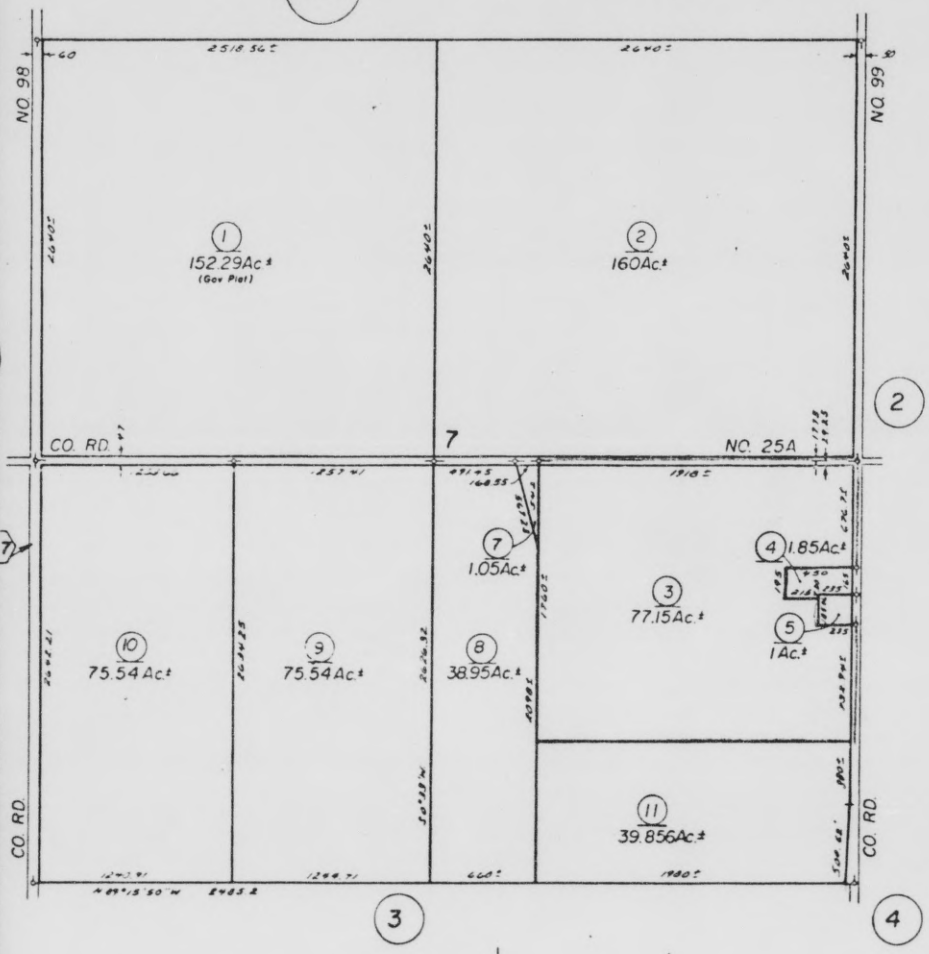
M. D. B. & M.

CAUTION- These maps ARE NOT to be used for legal descriptions.

41-01

NOTE: This plat is inserted for reference purposes only and is not made a part of this title evidence
WESTERN TITLE INSURANCE CO.

Bk. 39



BOOK 1412 PAGE 718

24-051)(formerly all 24-40)

VICINITY OF WOODLAND
Assessor's Map Bk. 41, Pg. 01
County of Yolo, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses

3625

BK

FILED

JAN 22 1980

PETER McNAMEE, Clerk

By [signature] DEPUTY

AGREEMENT No. 80-65

This agreement made this 22nd day of January, 1980, by and between PACIFIC GAS AND ELECTRIC COMPANY (hereinafter "PGandE") and Yolo County (hereinafter "County") is a compromise settlement and mutual release whereby the parties hereby extinguish their mutual rights and claims arising from the disputes and differences concerning the method of calculating Broughton Act franchise fees pursuant to franchise ordinance No(s). 211 212. This dispute involves PGandE's practice of excluding "miscellaneous other revenue", of including intangibles as part of plant investment, and of deducting the cost of purchased gas and electricity from gross receipts in allocating receipts not derived from the use, operation or possession of the franchise. This dispute does not otherwise involve either party's interpretation of the above-mentioned ordinance(s).

NOW, THEREFORE, the parties agree as follows:

1. PGandE shall pay to County either (a) an amount equal to one-half of the difference between the Broughton Act franchise fee paid for the years 1975-78 and the amount which would have been paid had PGandE computed its gas and electric franchise fee payments to County without excluding "miscellaneous other revenue", by excluding intangibles from its investment in gas and electric operative property, and without deducting the cost of purchased gas and electricity, or (b) at County's election an amount equal to (1) all of such difference for the year 1978 plus (2) an amount equal to one-half of such difference for the years 1975 through 1978 minus (3) an amount equal to such difference for the year 1978 as stated in subparagraph (b)(1).

   This agreement is in full settlement of, and is limited to a settlement of, all rights of the parties, whether legal or equitable, arising from PGandE's practice of excluding "miscellaneous other revenue", including intangibles as part of plant investment, and of deducting the cost of purchased gas and electricity for years prior to 1979. Notwithstanding the preceding sentence, County reserves its right to challenge the sums, amounts used, or mathematical accuracy of such exclusions and deductions, as represented by PGandE, for years prior to 1979. Such right to challenge is subject to any applicable statute of limitations

and, in any event, will expire December 1, 1980. County also reserves its right to challenge the franchise fee calculations and formula for all future years commencing with the payment for the year 1979 (due in 1980) and subsequent years.

2. The amount due County pursuant to Paragraph 1 will be paid by PGandE in one lump sum not later than April 30, 1980, or in any other manner or form which is mutually acceptable to the parties and, if necessary, to the California Public Utilities Commission (hereinafter "CPUC").

3. Commencing with payment for the year 1979 (due in 1980) and continuing thereafter, and pursuant to the rights reserved in Paragraph 1, PGandE shall compute its annual franchise fee to be paid to County without excluding "miscellaneous other revenue", without including its cost of intangibles as part of plant investment, and without deducting the cost of purchased gas and electricity.

4. If within two years after the date of this agreement, PGandE (a) enters into an agreement with any county in settlement of a dispute as to the amount of franchise fees due such county because of PGandE's exclusion from gross receipts of "miscellaneous other revenues", its inclusion of the cost of intangibles as part of plant investment, or its deduction from gross receipts of the cost of purchased gas and electricity, or (b) settles prior to judgment a lawsuit which was filed against PGandE by any county prior to the date of this agreement, and which alleges the impropriety of any such deduction, exclusion, or inclusion, on terms more favorable to such county than the terms set forth in this agreement, the parties hereto shall modify this agreement as soon as practicable so as to incorporate such more favorable terms; provided, that this paragraph shall not apply to any such agreement or settlement of lawsuit insofar as it pertains to alleged underpayments of franchise fees for years prior to 1975.

5. If the CPUC increases future rates to reflect expenses for any franchise fees or portion thereof not paid County for 1975, 1976, 1977, or 1978, and to the extent that such CPUC determination is upheld following any judicial review or otherwise becomes final, PGandE shall pay to County an amount equal to the amount of such future rate increase attributable to franchise fees not paid County for such year or years. Any such amount will be paid in equal annual installments over a term of years equal to the period directed by the CPUC for collection of increased rates, or at such earlier time as PGandE may elect.

6. PGandE shall have the option of cancelling this agreement for any reason prior to March 1, 1980. In consideration of this right to cancel, PGandE will pay $500 to County on or before March 1, 1980. If this agreement is not cancelled, such amount will be deducted from any amount owing to County under this agreement. If this agreement is cancelled and County is successful in any litigation involving calculations of Broughton Act franchise fees, such amount will be deducted from any money judgment awarded in said litigation or from any settlement of said litigation.

7. If PGandE cancels this agreement pursuant to paragraph 6, the applicable statute of limitations for any cause of action pertaining to the formula and computation of the franchise fees shall be tolled from the date of this agreement to 30 days after the date of said cancellation.

8. The parties acknowledge that this agreement is intended to resolve a complex legal dispute and is based on substantial and significant negotiations that have taken place over an extensive period of time between legal counsel for the parties. During this period counsel for County has deferred instituting legal action in a good faith effort to arrive at a reasonable compromise consistent with the public interest.

9. Pursuant to Evidence Code section 1152, this agreement is a full compromise of the above-mentioned disputed claim and neither it, any part of it, nor any recital herein, shall ever be treated as an admission of liability by either party for any purpose. Neither this agreement, any part of it, nor any recital herein, shall, except for purposes of enforcement of its terms, be admissible in evidence, or as an exhibit, in any litigation or administrative proceeding, other than a CPUC proceeding to which PGandE is a party.

10. This document contains the entire agreement between the parties. The terms hereof are contractual and not a mere recital. This document is executed without reliance upon any representation by any person, other than the representations contained in the franchise fee payments work sheets dated December 5, 1979, which PGandE has provided County. The undersigned have carefully read and understand the contents hereof and sign the same as their own free act.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the date set forth above.

Yolo County
A Political subdivision of the
State of California

By Dwight J. Thompson

PACIFIC GAS AND ELECTRIC COMPANY

APPROVED:

Joseph J. Keller
Attorney for Pacific Gas
and Electric Company

By J. T. Thomas

AGREEMENT NO. 80-66

(Agreement to Provide Mediation Counseling Services)

THIS AGREEMENT, made and entered into this 29th day of January, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Richard S. Chiolis, hereinafter called PROVIDER.

FILED

FEB 1 1980

PETER McNAMEE, Clerk

By Jan Oser DEPUTY

WITNESSETH:

RECITALS:

1. COUNTY wishes to establish a mediation counseling program in conjunction with the Superior Court Family Law Department, hereinafter together referred to as PROGRAM.
2. PROGRAM in the course of its regular functions refers parties to Community-Based Providers of mediation counseling.
3. PROVIDER is a Community-Based Program to which PROGRAM refers.
4. COURT is the Family Law Department of the COUNTY Superior Court.
5. COUNTY and PROVIDER are, therefore, desirous of entering into a contract for providing certain referral services of a counseling and mediation nature.

AGREEMENTS:

1. PROVIDER'S SERVICE OBLIGATIONS: In consideration of COUNTY'S promises contained in hereinafter recited agreements, PROVIDER agrees to provide mediation counseling services of a nature and quality consistent with professional standards and commensurate with the following provisions:

A) PROVIDER will begin its services upon the COURT's determination that counseling should occur and upon receipt of a Court Order for mediation counseling, a copy of which is attached hereto as Exhibit A and incorporated by reference thereto.

B) PROVIDER will file a "Mediation Counseling Report" as ordered by the Court, in the format set forth in Exhibit B, attached hereto and incorporated by reference thereto.

C) PROVIDER will appear with the parties, only upon order of the Court, at a designated time for the COURT's review of the "Mediation Counseling Report."

D) PROVIDER will comply with Title VI and VII of the Civil Rights Act of 1964, and with the Constitution and applicable laws of the State of California in its procurement and employment practices and in the providing of services recited hereinabove.

E) PROVIDER agrees to defend, indemnify and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, losses, liabilities, or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of PROVIDER or anyone directly or indirectly employed by PROVIDER regardless of whether or not it is caused in part by a party indemnified hereunder. PROVIDER shall purchase and maintain for the duration of this Agreement, Public and Malpractice liability insurance in the amount of at least $300,000/ 300,000 specifically naming COUNTY as an insured party thereto for all purposes. Proof of insurance shall be provided to the Clerk of the Board of Supervisors. At all times during the performance of this agreement, PROVIDER will at its sole cost, maintain Worker's Compensation Insurance fully covering all employees of PROVIDER.

F) PROVIDER will designate a representative within two weeks of the execution of this agreement by written notice to the COURT, and shall

notify COUNTY in the same manner of any changes in PROVIDER's representative.

G) PROVIDER will supply proof of one of the following licenses to the Clerk of the Board of Supervisors:

1) Licensed Marriage Counselor
2) Licensed Clinical Social Worker
3) Other licenses as deemed appropriate by the Court.

2. COUNTY'S SERVICE OBLIGATIONS: In consideration of PROVIDER's promises contained in herein recited agreements, COUNTY agrees to:

A) Review and coordinate all official forms and reports prepared in accordance with hereinabove recited agreement.

B) Authorize payment to PROVIDER.

C) COUNTY will give prompt attention to claim for payment submitted by PROVIDER.

D) Referrals for Mediation Counseling will be made at the discretion of the COURT and there will be no obligation by the COUNTY as to number or frequency of referrals.

3. PAYMENT: In consideration of PROVIDER's promises contained in herein recited agreements, COUNTY agrees to:

A) Make one payment of Ten Dollars ($10.00) as a referral fee for completion of required forms on each case assigned by the Court, plus Twenty-five Dollars ($25.00) per one hour client sessions. Payment shall be made upon completion of mediation/counseling services after submission by PROVIDER of a claim. The claim shall contain a statement of the case, case name, and number of hours expended.

4. RELATIONSHIP OF PARTIES: It is specifically understood that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to submission of written reports as provided herein. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including,but not limited to, withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State government as a consequence of this contract.

5. AMENDMENTS: Unless otherwise expressly provided herein, the body of this agreement, together with Exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. Unless otherwise expressly provided herein, no addition to, or alteration, of this agreement whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties.

6. TERM: This agreement shall commence January 1, 1980 and continue, unless terminated by either party on thirty (30) days written notice to the other.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

Dwight J. Thompson
Chairperson of the Board of Supervisors

ATTEST:
PETER J. McVANEE, County Clerk

Peter E. Lucas
Deputy

Counseling Agency Representative

APPROVED AS TO FORM

COUNTY OF YOLO

RECEIVED FEB 7 1980

Bk.

Subgrant Signature Sheet

Title VI

Agreement/ Subgrant No. 80-67

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	The New Franklin Society of Yolo County

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and The New Franklin Society of Yolo County hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

FEB 13 1980

PETER McNAMEE, Clerk

By Deputy

Program	: The New Franklin Society of Yolo County
Mailing Address	: 623 "E" Street
City	: Davis, CA 95616 Phone:
Program Director:	Mary Major

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on January 15, 1980.

The term of the SUBGRANT shall end on September 30, 1980.

The total amount of the SUBGRANT is $6,767.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Mary Cecil Major	By Signature: X Twyla J Thompson
Name and Title: Mary Cecil Major, Secretary New Franklin Society of Yolo Co	Date: 2/5/80
Name and Title: Twyla J. Thompson, Chairman, Yolo County Board of Supervisors	Date: JAN 29 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of January, 1980, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the New Franklin Society of Yolo County hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The New Franklin Society of Yolo County is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Operating Budget

(g) Position Listing

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin January 15, 1980, and shall end September 30, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 6,767, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUB-GRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 80-67.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

X Tayla J. Thompson
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

New Franklin Society of Yolo County
(Legal Name of SUBGRANTEE)

Mary Lou Major
(Signature of Authorized Officer)

Feb 5 1980
(Date)

Secretary
(Title of Authorized Officer)

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500 First Street, Woodland, CA 95695

CETA TITLE IID OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____ DATE January 22, 1980

Subgrantee Name and Address:
New Franklin Society of Yolo County
623 "E" Street
Davis, CA 95616

Contact Person Mary Major
Phone _____ Contract No. _____
Period: From 1-15-80 To 9-30-80
Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			399					399
FEB.			796					796
MAR.			796					796
APR.			796					796
MAY			796					796
JUNE			796					796
JULY			796					796
AUG.			796					796
SEPT.			796					796
TOTAL			6767					6767

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			341	58			399
FEB.			681	115			796
MAR.			681	115			796
APR.			681	115			796
MAY			681	115			796
JUNE			681	115			796
JULY			681	115			796
AUG.			681	115			796
SEPT.			681	115			796
TOTAL			5789	978			6767

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

Mary Ceil Major, Secretary
Name and Title of Authorized Official

Mary Ceil Major 2/5/80
Signature Date

For CETA Approval Only:

Accountant 1-25-80
Date

Principal Administrative Analyst 1-25-80
Date

CC 108 (10-78)

PSE POSITION LISTING

The New Franklin Society
Of Yolo County

POSITION	SALARY 1-15-79 to 9-30-80	BENEFITS	TOTAL
1 Administrative Assistant (681/115)	$ 5,789	$ 978	$ 6,767

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

New Franklin Society of Yolo Co.

Name of Subgrantee

Mary Carl Major

Authorized Signature

2/5/80

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

New Franklin Society of Yolo Co. (Legal Name of SUBGRANTEE)

Feb. 5 (Date) 19 80

Mary Cecil Major (Signature of Authorized Officer)

Secretary (Title of Authorized Officer)

BR

FILED

JAN 29 1980

PETER McNAMEE, Clerk
By Jan Orser
DEPUTY

AGREEMENT No. 80-68

VOTER REGISTRATION OUTREACH PROGRAM

This agreement, dated the 29th day of January, 1980, by the County of Yolo, will refer hereinafter to the County of Yolo as "COUNTY" and to the Woodland City Police Cadets as "CADETS."

RECITALS:

A. COUNTY desires to register all of Yolo County's eligible voters through the execution of door-to-door voter registration campaigns, and through other plans of solicitation that it may devise during the course of this program.

B. CADETS is a non-profit organization capable of executing such a program.

C. CADETS will execute such Voter Registration drives in areas that the County Clerk's office designates. It will conduct these drives with its own supervision. COUNTY will provide CADETS with Voter Registration cards, area maps, and brief instructions.

D. CADETS agree to carry out the execution of the program described herein, under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. CADETS shall provide within their resource limitations those services described in Exhibit A which is attached hereto and incorporated by this reference.

2. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by CADETS without the express written consent of COUNTY.

3. TERMINATION. CADETS have the right to terminate this agreement at its sole discretion upon thirty (30) days' written notice to COUNTY. COUNTY shall have the right to terminate this agreement at any time upon written notice to CADETS.

4. TIME. Satisfaction of the intentions of this program depends on strict timing and expedience.

5. LAWS. CADETS shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits.

6. CADETS shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits discrimination of the basis of sex, race, religion, age, handicap, ethnic background, or sexual orientation in providing services under this agreement.

7. SUCCESSORS. This agreement shall bind the successors of each of the parties.

8. PAYMENT. The County agrees to pay the Cadets $.50 per properly completed voter registration card the Cadets return to the County in accordance with the covenants, conditions, agreements, and stipulations stated this agreement.

9. TERM. The term of this contract shall commence on the 2nd day of February, 1980, and end in accordance with the termination clause.

10. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

11. EXCULPATORY CLAUSE. CADETS shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability cost, and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation, or themselves, who may be injured by CADETS in the performance of this agreement.

12. It is specifically understood that CADETS is an independent contractor and is not subject to the direction and control of COUNTY except as to final results. CADETS shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to, withholding and Social Security. CADETS agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the federal or state government as a consequence of this contract.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:
COUNTY OF YOLO, a political subdivision of the State of California

BY Gayle J. Thompson
Chairman of the Board of Supervisors
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
Peter McNamee, CLERK

Deputy

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By
DEPUTY COUNTY COUNSEL

CADETS:
Woodland City Police Cadets
Lee Constant , DIRECTOR

EXHIBIT A

VOTER REGISTRATION OUTREACH PROGRAM

VOTER REGISTRATION OUTREACH PROGRAM
WOODLAND CITY POLICE CADETS

Program

The purpose of the program is to register voters in Yolo County through door-to-door solicitation in areas targeted by the County Clerk's office, and through any other plans devised during this program by the County Clerk's office which have been agreed upon by the Woodland City Police Cadets.

This program is non-partisan and intended to register all willing residents of Yolo County who are eligible to register.

FILED

FEB 22 1980

PETER McNAMEE, Clerk

By [signature] Deputy

AGREEMENT NO. 80-69

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of January, 1980, by and between JIM DENNY & SONS CONSTRUCTION

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

The Maintenance Office and Shop Building in Woodland, California.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

_____

_____

(Plan Index No. 637.01/.02) (WO #1546)

Approved December 13, 1979 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of the Notice to Proceed and for its completion to be within fifty five (55) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1	Base Bid	L.S.	71,975.00	71,975.00
A	Alternate	L.S.	31,265.00	31,265.00
B	Alternate	L.S.	2,086.00	2,086.00
C	Alternate	L.S.	570.00	570.00
		TOTAL	105,896.00	105,896.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)
2-22-80

COUNTY OF YOLO

BY Temple J Thompson
Chairman of the Board of Supervisors
2/13/80

ATTEST:

PETER McNAMEE, Clerk

By Elsie E Lucas, Deputy

BY Jimmy L Morris

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 241441.

BK

Yolo County Agreement No -70

AGREEMENT NO. 8081-1

(Agreement Renewing Lease Agreement No. 79-16)

THIS AGREEMENT is made this day of January 14, ~~1979~~ 1980 between the ESPARTO UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California ("LANDLORD"), and the COUNTY OF YOLO, a political subdivision of the State of California ("TENANT"), who agree as follows:

RECITALS:

This agreement is made with reference to the following facts and objectives:

1. LANDLORD and TENANT entered Yolo County Agreement No. 79-16 on November 2, 1979, regarding the lease by TENANT to LANDLORD of certain real property commonly called THE MADISON SCHOOL SITE, more particularly described in Exhibit A hereto.

2. LANDLORD and TENANT desire by this agreement to extend the term of said lease for an additional term as set forth below:

AGREEMENTS:

It is AGREED between the parties as follows:

1. Extension of term. LANDLORD and TENANT agree that the terms of Agreement No. 79-16 (Exhibit A hereto) regarding the use of the above referenced real property shall be and is hereby extended for a two year period commencing October 1, 1979 through and including September 30, 1981.

2. Terms of Renewed Lease. LANDLORD and TENANT agree that all other terms of this lease renewal shall be as set forth in the original lease, Agreement No. 79-16, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

/ / / / /

FILED

FEB 5 1980

PETER McNAMEE, Clerk

By Jan Orser DEPUTY

LANDLORD

ESPARTO UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California

By Edward R Travers

TITLE District Superintendent

ATTEST:

PETER McNAMEE, CLERK

By Jan Orser
(Deputy)

(SEAL)

TENANT

COUNTY OF YOLO, a political subdivision of the State of California

BY Twyla J Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____, Jan.
DEPUTY COUNTY COUNSEL

JAN 8 1979

AGREEMENT NO. [redacted]-16

(Lease of Real Property)

THIS AGREEMENT is made on November 2, 1978 between the ESPARTO UNIFIED SCHOOL DISTRICT, a policial subdivision of the State of California ("LANDLORD"), and the COUNTY OF YOLO, a political subdivision of the State of CAlifornia ("TENANT"), who agree as follows:

RECITALS:

This agreement is made with reference to the following facts and objectives:

1. LANDLORD owns certain property located within the unincorporated community known as Madison, County of Yolo.

2. TENANT desires to make said property available to nearby residents for recreational purposes.

3. LANDLORD is willing to permit said usage subject to certain terms and conditions.

AGREEMENTS:

IT IS AGREED between the parties as follows:

1. Lease. LANDLORD leases to TENANT and TENANT leases from LANDLORD the following described property located in the unincorporated community known as Madison, County of Yolo, State of California:

Approximately 2.203 acres of land within the community of Madison, said property being bounded by Main Street on the north, Scott Street on the east, Quincy Street on the south, and Stephens Street on the west, said property being more fully described as Lots 1 through 32 inclusive, Block 14, Madison, Yolo County.

2. Term. The term of this lease shall commence on October 1, 1978, and shall terminate on September 30, 1979.

3. Rent. TENANT shall pay the sum of ONE DOLLAR ($1.00)

to LANDLORD, by County Warrant, payable in advance, effective on the date this agreement is approved by LANDLORD.

4. Use. The real property described in this lease shall be developed as a public park for recreational uses and other uses reasonably related thereto. TENANT shall provide LANDLORD with a description of improvements to be made to premises and planned activities to be conducted on said premises.

5. Preparation of Premises. TENANT acknowledges that on the commencement of the term of this agreement that there will be rubble remaining on the premises as a result of the previous demolishment of a school building that was previously situated therein. TENANT agrees that this rubble will be removed from the premises at no cost to LANDLORD.

6. Assignment and Subletting. LANDLORD agrees that TENANT may assign this lease and sublet the described property to the Madison Community Services District.

7. Landlord's and Tenant's Right to Terminate Lease. The term of this lease agreement may be terminated by either party hereto upon six (6) months written notice to the other party.

8. Renewal Option. LANDLORD hereby grants to TENANT an option to extend the term on all provisions contained in this agreement for a two (2) year period commencing on October 1, 1979. The option granted herein must be exercised by TENANT by delivery to LANDLORD of written notice of exercise of option not later than September 1, 1979.

9. Alterations. LANDLORD grants to TENANT the right to make improvements to the leased property deemed necessary by TENANT to develop the premises as a suitable public recreational park.

10. Indemnity. TENANT shall hold LANDLORD harmless from all liability for any damages to any person or property arising out of occupation of the premises by TENANT or any subtenant, except that LANDLORD shall be liable to TENANT for damages resulting from the acts or omissions of LANDLORD or its authorized

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representatives. LANDLORD shall hold TENANT harmless from all liability arising out of any such damage. A party's obligation under this paragraph to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.

11. Public Liability and Property Damage Insurance. TENANT at its cost shall maintain public liability and property damage insurance with liability limits of not less than $100,000 per person and $300,000 per occurrence, and property damage limits of not less than $50,000 per occurrence, insuring against all liability of TENANT and its authorized representatives arising out of and in connection with TENANT's use or occupancy of the premises. All public liability insurance, and property damage insurance shall insure performance by TENANT of the indemnity provisions of paragraph 10.

12. Payment of Administrative Expenses. TENANT shall be responsible for preparing and processing required environmental assessment documents related to converting planned usage of subject premises to recreational purposes; and, said preparation and processing of environmental documents shall be done by TENANT at no expense to LANDLORD.

13. Publication of Legal Notices. TENANT shall reimburse LANDLORD for costs of publishing legal notices required to execute this lease.

14. Notices. All notices to be given may be given in writing by depositing the same in the United States mail, postage prepaid, and addressed to the parties as follows:

LANDLORD: Superintendent
Esparto Unified School District
Route 1, Box 182
Esparto, CA 95627

TENANT: Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, CA 95695

15. Conditional Limitations. Each term and provision of this lease performable by LANDLORD and TENANT shall be construed to be both a covenant and a condition.

16. Paragraph Headings. The headings and numbers used for paragraphs in this lease are for convenience and reference only and shall not be construed to alter, affect, modify, or define the paragraphs themselves, or the meaning thereof.

17. Binding on Successors. The terms, covenants, and provisions of this lease shall apply to and bind the successors in interests and assigns, if any, of both the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LANDLORD

ESPARTO UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California

BY Edward R Trace, Jr

TITLE District Superintendent

ATTEST:
PETER McNAMEE, CLERK

BY _____ (Deputy)

(SEAL)

TENANT

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

BK

FILED

FEB 5 1980

PETER McNAMEE, Clerk

By Jan Orser DEPUTY

AGREEMENT NO. 80-71

(Sublease of Real Property)

This sublease of Real Property made and entered into this 5th day of February, 1980 by and between the COUNTY OF YOLO, political subdivision of the State of California, hereinafter designated as SUBLESSOR, and the MADISON COMMUNITY SERVICE DISTRICT, a political subdivision of the State of California, hereinafter designated as SUBLESSEE.

W I T N E S S E T H

RECITALS:

1. ESPARTO UNIFIED SCHOOL DISTRICT, as LANDLORD, and SUBLESSOR, as TENANT, entered into a written lease agreement dated November 2, 1978 (hereinafter referred to as the MASTER LEASE and attached hereto and incorporated herein as Exhibit "A").

2. SUBLESSOR desires to sublet the premises described in the MASTER LEASE to SUBLESSEE.

AGREEMENTS:

1. Term. The term of this lease should commence on October 1, 1979, and shall terminate on September 30, 1981.

2. Rent. SUBLESSEE shall pay the sum of two dollars ($2.00) to SUBLESSOR, payable on the effective date of this agreement.

3. Assumption Agreement.

a. SUBLESSEE assumes and agrees to perform all the obligations and covenants required by the MASTER LEASE to be kept or performed by SUBLESSOR.

b. SUBLESSEE covenants and agrees to use the premises for the

purpose stated in the MASTER LEASE, and to surrender the leased premises on expiration of the term in as good of condition as they now are, reasonable wear and tear excepted.

c. SUBLESSOR agrees to maintain the MASTER LEASE during the entire term of this sublease subject, however, to any earlier termination of the MASTER LEASE without the fault of SUBLESSOR.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

SUBLESSEE

MADISON COMMUNITY SERVICE DISTRICT, a political subdivision of the State of California

By Wm H. Smith

ATTEST:

PETER McNAMEE, CLERK

By Jan Oiser (Deputy)

(SEAL)

SUBLESSOR

COUNTY OF YOLO, a political subdivision of the State of California

By Tunyla J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By
DEPUTY COUNTY COUNSEL

"EXHIBIT A"

JAN 2 8 1979

AGREEMENT NO. 79-16

(Lease of Real Property)

THIS AGREEMENT is made on November 2, 1978 between the ESPANTO UNIFIED SCHOOL DISTRICT, a policial subdivision of the State of California ("LANDLORD"), and the COUNTY OF YOLO, a political subdivision of the State of California ("TENANT"), who agree as follows:

RECITALS:

This agreement is made with reference to the following facts and objectives:

1. LANDLORD owns certain property located within the unincorporated community known as Madison, County of Yolo.

2. TENANT desires to make said property available to nearby residents for recreational purposes.

3. LANDLORD is willing to permit said usage subject to certain terms and conditions.

AGREEMENTS:

IT IS AGREED between the parties as follows:

1. Lease. LANDLORD leases to TENANT and TENANT leases from LANDLORD the following described property located in the unincorporated community known as Madison, County of Yolo, State of California:

Approximately 2.203 acres of land within the community of Madison, said property being bounded by Main Street on the north, Scott Street on the east, Quincy Street on the south, and Stephens Street on the west, said property being more fully described as Lots 1 through 32 inclusive, Block 14, Madison, Yolo County.

2. Term. The term of this lease shall commence on October 1, 1978, and shall terminate on September 30, 1979.

3. Rent. TENANT shall pay the sum of ONE DOLLAR ($1.00)

to LANDLORD, by County Warrant, payable in advance, effective on the date this agreement is approved by LANDLORD.

4. Use. The real property described in this lease shall be developed as a public park for recreational uses and other uses reasonably related thereto. TENANT shall provide LANDLORD with a description of improvements to be made to premises and planned activities to be conducted on said premises.

5. Preparation of Premises. TENANT acknowledges that on the commencement of the term of this agreement that there will be rubble remaining on the premises as a result of the previous demolishment of a school building that was previously situated therein. TENANT agrees that this rubble will be removed from the premises at no cost to LANDLORD.

6. Assignment and Subletting. LANDLORD agrees that TENANT may assign this lease and sublet the described property to the Madison Community Services District.

7. Landlord's and Tenant's Right to Terminate Lease. The term of this lease agreement may be terminated by either party hereto upon six (6) months written notice to the other party.

8. Renewal Option. LANDLORD hereby grants to TENANT an option to extend the term on all provisions contained in this agreement for a two (2) year period commencing on October 1, 1979. The option granted herein must be exercised by TENANT by delivery to LANDLORD of written notice of exercise of option not later than September 1, 1979.

9. Alterations. LANDLORD grants to TENANT the right to make improvements to the leased property deemed necessary by TENANT to develop the premises as a suitable public recreational park.

10. Indemnity. TENANT shall hold LANDLORD harmless from all liability for any damages to any person or property arising out of occupation of the premises by TENANT or any subtenant, except that LANDLORD shall be liable to TENANT for damages resulting from the acts or omissions of LANDLORD or its authorized

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representatives. LANDLORD shall hold TENANT harmless from all liability arising out of any such damage. A party's obligation under this paragraph to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.

11. Public Liability and Property Damage Insurance. TENANT at its cost shall maintain public liability and property damage insurance with liability limits of not less than $100,000 per person and $300,000 per occurrence, and property damage limits of not less than $50,000 per occurrence, insuring against all liability of TENANT and its authorized representatives arising out of and in connection with TENANT's use or occupancy of the premises. All public liability insurance, and property damage insurance shall insure performance by TENANT of the indemnity provisions of paragraph 10.

12. Payment of Administrative Expenses. TENANT shall be responsible for preparing and processing required environmental assessment documents related to converting planned usage of subject premises to recreational purposes; and, said preparation and processing of environmental documents shall be done by TENANT at no expense to LANDLORD.

13. Publication of Legal Notices. TENANT shall reimburse LANDLORD for costs of publishing legal notices required to execute this lease.

14. Notices. All notices to be given may be given in writing by depositing the same in the United States mail, postage prepaid, and addressed to the parties as follows:

LANDLORD: Superintendent
Esparto Unified School District
Route 1, Box 182
Esparto, CA 95627

TENANT: Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, CA 95695

15. Conditional Limitations. Each term and provision of this lease performable by LANDLORD and TENANT shall be construed to be both a covenant and a condition.

16. Paragraph Headings. The headings and numbers used for paragraphs in this lease are for convenience and reference only and shall not be construed to alter, affect, modify, or define the paragraphs themselves, or the meaning thereof.

17. Binding on Successors. The terms, covenants, and provisions of this lease shall apply to and bind the successors in interests and assigns, if any, of both the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LANDLORD

ESPARTO UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California

BY Edward R. [illegible]

TITLE District Superintendent

ATTEST:
PETER McNAMEE, CLERK

BY [illegible] (Deputy)

(SEAL)

TENANT

COUNTY OF YOLO, a political subdivision of the State of California

BY [illegible]
CHAIRMAN OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By [illegible]
DEPUTY COUNTY COUNSEL

STANDARD AGREEMENT — STATE OF CALIFORNIA STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

CONTRACTOR
STATE AGENCY
DEPT. OF GEN. SER.
CONTROLLER

Yolo County Agreement No. 80-72

THIS AGREEMENT, made and entered into this 29th day of June, 1979, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

FILED
MAR 5 - 1980
PETER McNAMEE, Clerk
by Deputy

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Deputy Director - Admin.	DEPARTMENT OF CORRECTIONS	01.01.105

hereafter called the State, and

COUNTY OF YOLO

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

THIS AGREEMENT, made and entered into this first day of July, 1979, at Sacramento, County of Sacramento, State of California, by and between the State of California, hereinafter called the "STATE" and the County of Yolo, hereinafter called the "COUNTY."

WHEREAS, STATE is obligated to conduct hearings relevant to California Department of Corrections parole violations and,

WHEREAS, STATE seeks to engage the services of the County of Yolo Sheriff's Department to provide security services during said hearings conducted by State at County facilities, and

WHEREAS, COUNTY is interested in furnishing employees and facilities to provide such services, and

WHEREAS, STATE pursuant to the Morrissey-Brewer decision, 408 U.S. 471 (1972) is authorized to obtain said services.

Continued.....

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: DEPARTMENT OF CORRECTIONS	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): COUNTY OF YOLO
BY (AUTHORIZED SIGNATURE): ▶ B T Legelli	BY (AUTHORIZED SIGNATURE): ▶ X Gunyle J Thompson
TITLE: Deputy Director, Administration	TITLE: Chairman, Board of Supervisors
	ADDRESS: P. O. Box 1098, Woodland, CA 95695

(CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR)

Department of General Services Use ONLY

I hereby certify that the reasons for exemption listed in the Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from the Department of General Services Approval.

J. J. ENOMOTO

By: [signature]

Date: 2/28/80

AMOUNT ENCUMBERED	APPROPRIATION		FUND
$ 1500.00	Support Ty		General
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$	292	259	1979	79/80
ADJ. INCREASING ENCUMBRANCE	FUNCTION			
$	Security Expense			
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
$	271.01			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO.: | B.A. NO.:

SIGNATURE OF ACCOUNTING OFFICER: ▶ [signature] (Acting) — DATE: 02-26-80

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: ▶ — DATE:

YOLO COUNTY
Contract No. 01.01.105

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

YOLO COUNTY
Contract No. 01.01.105

NOW, THEREFORE, the parties hereto agree as follows:

A. The STATE, for and in consideration of COUNTY'S promise to provide security services and a hearing room by the Yolo County Sheriff's Department for hearings conducted by STATE at COUNTY facilities and in further consideration of the COUNTY hereinafter set forth, promises as follows:

1. To reimburse the COUNTY promptly upon receipt of monthly invoices for the actual cost of services furnished by the Sheriff's Department. Rate to be charged by the COUNTY shall be in the amount of $8.78 per hour and $13.17 overtime.

2. The total amount to be reimbursed COUNTY for all claims hereunder during the period of this agreement shall not exceed $1,500.00.

3. To advise COUNTY sufficiently in advance of any scheduled hearing.

B. In consideration of the promises of STATE, as hereinabove set forth, COUNTY agrees and promises as follows:

1. To render to STATE monthly invoices, payable in arrears, for security services and a hearing room provided to the STATE.

2. This agreement is not assignable by the COUNTY either in whole or in part.

3. Time is of the essence in each and all of the provisions of the agreement and the provisions of the agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

4. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, shall be binding on any of the parties hereto. This agreement shall be binding effective the 1st day of July, 1979, to and including the 30th day of June, 1980.

5. Provisions of the Fair Employment Practices Addendum are incorporated in this agreement by reference and are attached hereto.

6. This contract is of no effect unless approved by the State of California, Department of General Services, or under its authority, by the Department of Corrections.

C Mutual Agreements

1. The parties hereto agree that the COUNTY, in the performance of this agreement, shall act in independent capacity and not as an officer or employee or agents of the STATE.

2. This agreement may be terminated by either party by giving notice in writing of such intent thirty (30) days in advance of the termination date. Should either party fail to perform the covenants herein contained, at the time and in the manner herein provided, the complaining party must first present the complaints to the responsible officer of the defaulting party in an attempt to effectuate compliance. Responsible officers for STATE and COUNTY shall be the Director of California Department of Corrections and the Sheriff of Yolo County respectively.

YOLO COUNTY
Contract No. 01.01.105

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

See Labor Code Sections 1411 - 1432.5 for further details.

STD. 3 (8/77)

CONTRACT TRANSMITTA

STD. 15 (REV. 11-74)

DIRECTOR OF GENERAL SERVICES: THE ATTACHED CONTRACT IS SUBMITTED FOR YOUR APPROVAL. IN SUPPORT OF THIS REQUEST THE FOLLOWING INFORMATION IS PROVIDED.

DEPARTMENT TRANSMITTING CONTRACT: Corrections

DIVISION, BUREAU OR OTHER UNIT: Administration

DATE: July 1, 1979

CONTRACT NO.: 01.01.105

NAME OF CONTRACTOR: COUNTY OF YOLO

1. DIGEST OF CONTRACT (WORK TO BE PERFORMED, AMOUNT TO BE PAID, TERM)

State shall reimburse county in the amount of $8.78 per hour and $13.17 per hour overtime. Total amount of agreement shall not exceed $1,500.00.

The period of this agreement shall be effective July 1, 1979 to and including June 30, 1980.

2. SPECIAL OR UNUSUAL TERMS, CONDITIONS OR SIGNIFICANCE OF CONTRACT (INDICATE IF NOT APPLICABLE)

Not applicable.

3. REASON AND NECESSITY FOR CONTRACT

California Department of Corrections is required by law to conduct hearings, commonly referred to as the Morrissey Decision. In order for California Department of Corrections to carry out its objectives, hearings must be held where violations occur and security services and facilities must be provided.

IS THIS A RENEWAL OF A PREVIOUS CONTRACT OR SERVICE? YES ☐ NO ☒

4. SUMMARY OF BIDS: A. LIST BIDDERS AND AMOUNTS BID
B. EXPLAIN:
1. AWARD OF CONTRACT IF TO OTHER THAN LOW BIDDER OR IF BIDS WERE NOT OBTAINED
2. IF NO BIDS OBTAINED, BASIS FOR CONCLUDING REASONABLENESS OF CONTRACT RATES OR PRICE

Not applicable.

AUTHORIZED DEPARTMENT SIGNATURE ▶

TITLE

BK.

MODIFICATION

RECEIVED FEB 14 1980

AGREEMENT NO. 80-73 1

REQUEST FOR MODIFICATION TO AGREEMENT # 79-406 REQUEST DATE January 01, 1980

CETA TITLE: II-B CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: Project MOVE (Yolo County Office of Education)

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 26,895 [ ] Decreased by $

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The Prime Sponsor received additional funds with the final allocation from Department of Labor of Title II-B monies. This allowed the Prime Sponsor to allocate $178,000 in additional funds to Project MOVE for training and service activities operated as components of the comprehensive manpower program. This modification will also include certain administrative provisions to delete the administrative funds in the original Title II-B contract in order to form an administrative cost pool for Project MOVE.

MODIFICATION

This modification will: 1) increase the quality of assessment through purchase of additional vocational testing materials in the services component; 2) increase the number of slots in the youth in-school & out-of-school activities; 3) create a special in-school program for handicapped students in the Winters area; 4) create a special work-experience program for handicapped adults throughout Yolo County; and 5) adjust the OJT program to the economic flux of Yolo's private industry. This modification also incorporates minor narrative adjustments. PLEASE SEE THE ATTACHED SUMMARY FOR FURTHER INFORMATION.

$856,260
New grant total and fixed price

Harold L. Hounsell
Signature of program operator

FEB 14 1980
Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

The staff has reviewed these changes and recommend approval.

FILED
FEB 14 1980
PETER McNAMEE, Clerk
By Pidie Minahan
Deputy

Recommendation of the MAPC [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

[ ] Request for modificaiton denied

[X] Request for modificaiton approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Tenyla J. Thompson FEB 5 - 1980
Signature of Authorized Officer Date

Jan. 1, 1980
Effective date of modification

PROJECT MOVE TITLE II-B
AGREEMENT NO. 79-406
MODIFICATION SUMMARY

I. PROGRAM SUMMARY

ACTIVITY	# OF PARTICIPANTS-ORIGINAL CONTRACT	#OF PARTICIPANTS-MODIFICATION	CHANGE
1. Classroom	70	70	0
2. On-the-Job Training	36	41	+5
3. Services	300	300	0
4. Job Search Workshop	60	60	0
5. Youth Work Experience - In-School	45	57	+12
6. Youth Work Experience - Out-of-School	120	138	+18
7. Adult Temporary Work Experience	60	60	0
8. Adult Work Experience - Handicapped	(New)	15	+15
9. Youth Work Experience - Handicapped/In-School	(New)	10	+10
10. Work Learn Program	10	30	+20
		TOTAL	+80

II. FISCAL SUMMARY

Total amount of original contract:	$829,365
Total original contract administrative costs deleted for the administrative cost Pool:	124,405
Total amount of original contract remaining in modification budget:	$704,960
Total new money available:	178,000
Total administrative cost deleted for administrative cost pool:	26,700
Total amount of new money available for modification budget:	151,300
Total amount of Project MOVE Title II-B Program budget:	704,960 + 151,300 = $856,260

* Changes by cost category are shown below:

COST CATEGORY	$ IN ORIGINAL CONTRACT	$ IN MODIFICATION	CHANGE
1. Allowances	140,739	142,544	+ 1,805
2. Wages	140,430	229,648	+ 89,218
3. Fringes	8,429	14,461	+ 6,032
4. Training	61,519	68,330	+ 6,811
5. Services	353,843	401,277	+ 47,434
		TOTAL	+151,300

* Changes by activity are shown below:

COST CATEGORY	$ IN ORIGINAL CONTRACT	$ IN MODIFICATION	CHANGE
1. Classroom Training	197,031	199,686	+ 2,655
2. On-the-Job Training	65,592	67,645	+ 2,053
3. Work Experience	146,927	206,233	+ 59,306
4. Services	254,449	285,762	+ 31,313
5. Other	40,961	96,934	+ 55,973
		TOTAL	+151,300

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CONTRACT NARRATIVE

PROJECT MOVE: TITLE II-B

PROJECT M.O.V.E. will be under the administration of the Yolo County Office of Education. Primary administrative functions will fall under the direction of YCOE's Assistant Superintendent, Special Projects, PROJECT M.O.V.E.'s Director.

Primary responsibility for insurance of successful completion of project goals and objectives, personnel supervision, office and program administration, and client-oriented decision-making will be that of PROJECT M.O.V.E.'s Management Team. Input for major programmatic decisions are elicited from PROJECT M.O.V.E. Cabinet.

The following elements of the program design are the aspects which embody the overall uniqueness of the program approach to the delivery of services:

1) Utilization of a humanistic approach in providing quality service to clients in a caring and supportive environment.

2) Emphasis on the identification of individual needs through an intensive and indepth assessment process. (See Attachment I for the elements examined in the process).

3) Provision of a variety of testing alternatives to maximize the opportunity for self-exploration of aptitude, abilities and interests in relation to the world of work.

4) Counseling sessions, both individual and group, with a credentialed counselor to assist clients in the development of self-motivation, enhancement of self-concept and formulation of a series of goals leading to placement or a nonplacement objective.

5) Development of specific programs designed to meet the needs of each particular target group such as handicapped, women, ex-offenders, high school drop-outs, non-English speaking, migrant/seasonal farm-workers, the long term unemployed, and etc.

6) Utilization of a variety of methods for teaching job hunting and job retention techniques on both an individual and group basis.

7) Utilization of variety of job development and placement techniques such as coordinated employer contacts, round table discussion groups with employers, and specific job/task analysis to provide the basis for job restructuring or modification to accommodate clients with specialized placement handicaps.

8) Provision of an extensive rural outreach program to those individuals experiencing employment barriers related to geographic isolation.

Outreach and Recruitment

Outreach and recruitment will be conducted on a continuous basis by the Employment Counselors. It will be a major responsibility of staff members to maintain continuous contact with outside agencies and service organizations to identify potential referrals and coordinate efforts to provide supportive services. Particular attention will be given to the recruitment of the significant segments to attain the percentage of participation as designated for each group in the Projected Plan. In the event that a group appears to be underserved, special efforts will be made to increase participation via intensified agency and door-to-door contacts, as well as a county wide public awareness thrust. Should intensified efforts fail to produce the results desired, technical assistance from the Prime Sponsor will be sought to explore additional alternatives or modify the original plan.

Intake, Enrollment and Assessment

Eligibility determination for all County of Yolo Title II-B programs is a function of PROJECT M.O.V.E. Intake Workers. One Intake Worker is stationed in each of the M.O.V.E. offices. M.O.V.E.'s Employment Counselors will be also trained in C.E.T.A. eligibility regulations and procedures in order to provide backup personnel to adequately and effectively cover the intake function. A determination is made of each applicant's eligibility for program under each C.E.T.A. title and subpart that M.O.V.E. administers. Eligibility is based on the information obtained during intake interview(s). Documentary evidence is required of applicants to substantiate the following:

1) Veterans Status - DD-214
2) AFDC recipient - Verification Form
3) Income (youth) - Wage Stubs*
4) Eligible non-citizens - Green Card
5) Social Security Benefits - Gold or Green check

* PROJECT M.O.V.E. is considering the possibility of requiring this of all applicants. Applicants are also asked at intake if they are clients of the State Department of Rehabilitation or Mental Health to be considered handicapped. The name of the counselor is secured and documented.

Collateral contacts are made to verify information given by the applicant that does not appear to be consistent. These contacts are usually made by phone to verify income and most recent dates of employment.

M.O.V.E. will continue an established quality control program to eliminate errors on the C.E.T.A. Participant Record. All Y-90's will be reviewed by two different staff members other than the Intake Worker who completes the Participant Record and other eligibility forms. These reviews will be completed within 10 days of the date of application. M.O.V.E. Operations Managers will make the first review of forms and will check the Y-90's for completeness, accuracy

and consistency. This review will usually be made on a weekly basis. Any errors or inconsistencies that are discovered internally at PROJECT M.O.V.E. will be referred back to the Intake Worker for clarification and/or recomputation. All forms that pass this review will be forwarded to the MIS Technician who will undertake the second review. Once again, the forms will be checked for completeness, accuracy and consistency. Any errors or inconsistencies will necessitate the form being returned to the Operations Manager for correction. After the Participant Records have passed both review stages, the corrected forms will be delivered to the Prime Sponsor within 15 days in order to allow the Prime Sponsor adequate time to review completed forms prior to the participant being enrolled 30 days.

Employability Plans

An employability plan will be prepared for each Title II-B participant, subject to Section 675.6 of the Regulations.

The following plan regarding employability plan development has been agreed upon by M.O.V.E. and U.C.D. For those individuals who are already enrolled as a M.O.V.E. services participant, all information pertaining to the Employability Plan Development will be copied and transferred to the U.C.D./C.E.T.A. program with the approval of the client. For those persons who only enter the M.O.V.E. office for C.E.T.A. certification and direct referral, UCD has agreed to complete the Employability Plan for selected participants.

Information Retention

Following the placement of a client in a permanent unsubsidized position, the person is terminated from the C.E.T.A. program by use of the appropriate method. The folder will be checked by the Employment Counselor or the program Training Specialist for the inclusion of all required paperwork. The folder will then be transferred to the MIS section in the main office.

This section will be responsible for contacting the clients on the 30th, 60th, and 150th day following the termination date.

The information retained by PROJECT M.O.V.E. on every participant who has been involved in C.E.T.A. Training programs includes the following forms and documents:

a) A Personnel Information Form

b) A copy of the Enrollment and Termination Form, (Y-90), and Change of Status Form (when needed)

c) An Employability Plan

d) A Supporting Service Form (YC-201)

e) A Participants' History Form

f) Other assessment forms such as test results, vocational evaluation reports, and occupational interests results.

g) Trianing Evaluation Forms

h) In some cases there will be copies of official documents such as Social Security Cards, Veteran Status (DD-214), Work permits, Loyalty Oaths, Payroll Forms, Etc.

i) Employability Plans

In addition to the above forms, PROJECT M.O.V.E. will retain any other forms as deemed necessary by the Prime Sponsor.

Allowance Payment System

PROJECT M.O.V.E. will adhere to a well defined and established system to assure accountability and uniformity in the payment of allowance to Classroom Training participants. Bank of America will serve as the pay agent through a contractual agreement to insure the issuance of checks to participants with the most expediency.

Time sheets will be completed and co-signed by the participant and a representative of the training institution. They will than be sent to the M.O.V.E. accounting office for computation of the amount to be paid. The data will be forwarded to Bank of America for prompt issuance of checks.

Records will be maintained on each participant regarding the amount and type of payments made. In order to minimize duplication of payments by other agencies, verification of public assistance payments and unemployment compensation benefits will be obtained from the appropriate agency on each participant.

A basic allowance of $2.90/$3.10 per hour will be paid to participants not receiving Welfare or Unemployment Insurance. An additional $5.00 will be paid for each dependent over the first two dependents, with a maximum of $20.00 for a total of six dependents or more. (Reference: Section 676.26-2 (e) of the C.E.T.A. Act).

Participants receiving Public Assistance will receive the Incentive Allowance of $30.00 per week. Those receiving Unemployment Compensation will receive a reduced basic allowance on a weekly basis, according to the amount of the Unemployment Insurance payment. The procedure for the determination of the correct payment will be adhered to as is stated in Section 676.26-2 (h) in the C.E.T.A. regulations.

Classroom Training participants will receive one (1) paid sickleave day per month, which will be cummulative. Participants will be required to call the school on the morning of the day of absence to report the reason for not attending that day. Excused absences will be granted due to illness, or reasons related to Personal Necessity, such as a family emergency, or doctor, court, welfare,

unemployment (EDD), etc. appointments. Any other reason for absences will be considered on an individual basis by the Training Specialist. If a participant is absent for more than three (3) consecutive days, a doctor's written excuse will be requested. Should the participant exhibit repeated absences and tardiness, continuation in the program will be determined through consultations between the training monitor and the school's administrator, counselor, and instructors in order to evaluate overall progress and demonstrated motivation. All national holidays, or any State holidays honored by the particular school in attendance, will be paid as a full training day if the student has been in attendance for the entire training day after the holiday.

Through careful and continuous monitoring of participant records and time sheets, every effort will be made to avoid underpayment, overpayment, or unauthorized payments. Participant pay records maintained will include the pay rate and the dates for which each payment is made. When a time card is received, a check will be made to insure that a previous payment for that period has not been made. In the event of an overpayment, a specified amount will be deducted in subsequent checks until the amount has been "repaid".

PROJECT M.O.V.E. promotes the application of the Basic Education Opportunity Grant. If the participant is eligible for this Grant, it will be used in lieu of, or serve to reduce the weekly allowance payment. It may also be utilized to cover the cost of, or a portion of the tuition and books. (Reference: 676.26-2(h)(4)(i)(ii).) When the latter procedure is used, there will be no adjustment to allowances.

Participant & Program Activities

Classroom Training

The Classroom Training Program will provide enrollees with vocational skills to obtain entry level employment. Tuition (provided through a financial agreement with the State Department of Vocational Education) and allowances ($2.90/$3.10 per hour of classroom attendance) will be provided.

PROJECT M.O.V.E. has placed participants in a variety of occupational training areas. For the 1979-80 fiscal year, it is anticipated that participants will be trained in the following areas:

1) Clerical
2) Truck Drivers
3) Welders
4) Stock Clerks
5) Bank Telling
6) Grocery Checking
7) Data Entry, Key Punch Operator
8) Electronics

On-The-Job Training

The On-the-Job Training (OJT) program develops training opportunities that lead to unsubsidized employment in the private sector for economically disadvantaged individuals.

During contract negotiations with an interested employer, the job and duties to be performed are thoroughly evaluated. The position and description of duties are then compared with similar occupations in the Dictionary of Occupational Titles, and the required training time is estimated for the stated position. Once the length of training time has been established, M.O.V.E. OJT staff and the

employer will agree upon appropriate wage levels commensurate with similar positions within that employer. PROJECT M.O.V.E. will then reimburse the employer up to 50% of the total training cost.

The total number of training hours are then multiplied by 50% of the designed hourly wage. This figure is the total amount of the reimbursement to be received during the contract period.

All contracts with employers will be neogtiated with the understanding that the participant will receive a pay increase upon completion of the program and transition into permanent unsubsidized employment.

The Department of Labor has determined that individuals within certain target groups experience greater obstacles to employment and more difficult time in overcoming those obstacles. Therfore, six (6) contracts will be developed with two to three wage increasements as a incentive and motivating factor for two special target groups, ex-offenders and the handicapped.

The duration of training is based on the Dictionary of Occupational Titles (DOT) codes. The last 3 digits of a DOT code are totaled to give a training index number. This index will then give the minimum weeks of training. The normal training period is used in most cases unless the DOT description is decreased. If the DOT description does not completely cover the training required by the employer, then additional job duties and descriptions are extracted from other DOT codes.

The primary elements of the OJT contract are:

1) Brief Job Description
2) Training Outline
3) Length of Training
4) Method of Computing Reimbursement Rate

5) Hourly Starting Wage and % of Reimbursement

6) Reimbursement for Supportive Services

7) Number of Trainees

8) Reporting Procedures and Requirement

9) Explanation of Payroll Procedures

10) A Termination Clause

11) Assurances

Work Experience - In School

PROJECT M.O.V.E.'s In-School Work Experience program is designed to serve economically disadvantaged youth in the East Yolo area, between the ages of 16 and 21.

Youth given priority in program selection are:

1) Single Heads of Households

2) Heads of Households

3) Lowest Incomes

4) AFCD Recipients

5) Potential Dropouts

6) Ex-offenders

Selected participants will be placed in a 2 hour work experience slot each day following school, totaling 10 hours per week, and will receive an hourly wage of $2.90 to $3.10. Length of the placement will be no less than 90 days, contingent upon observance of program rules and procedures, and no more than six months.

Prior to placement, a complete training plan will be developed, documenting tasks assigned, training time estimates for each task, and the skills to be acquired as a result. This plan will be reviewed for progress on a monthly basis.

The on-going monitoring of the participant's progress will be according to the training plan. On-site visits are made on a regular basis (at least once every two weeks) and documented in the participant's folder and on a monthly staff report forms.

WEX - In-School for Handicapped

A special in-school WEX program has been designed for 10 handicapped youth in Winters. These students will receive an hourly wage of $3.10 an hour, 10 hours a week, for eight (8) weeks for intensive pre-employment preparation and assessment. Following a job analysis at the identified worksite to assess the appropriateness of the placement for each individual, the students will receive 2 hours of WEX a day, plus 1 hour of vocational preparation in the classroom, until school ends in May. During the summer months they will receive 6 hours of WEX per day until the end of August.

The primary goal of this program is to initiate basic vocational preparation and introduction to the world of work, making it a non-placement objective. The development of a training plan, on-going monitoring and counseling, as well as the usual case documentations will be essential elements of the program operation.

Work Experience - Out-School

The intent of this program is to provide participants with meaningful experience in a supportive environment that will enable them to not only acquire the essential employment skills, but to also help create a desire within themselves to want to become a productive and successful member of the work force. For high school dropouts, a primary focus in the program is to motivate them to return to school for high school completion.

Priority will be given to youth who exhibit two or more of the following characteristics:

1) Head of Household
2) AFDC Recipient
3) High School Dropout
4) Ex-Offender
5) Limited English Speaking Ability
6) Little or no past work experience.

Work sites are carefully selected to match individual interests and needs; a training plan is developed in coordination with the training agency; and the Youth Training Staff implements monthly evaluations to monitor such participant's progress and determine the need for any plan revision. Each individuals status in the program will be reassessed and recorded in the file every 60 days.

Work-Learn Program

The Work-Learn Program is designed to overcome the isolation factors and lack of training facilities in the western, predominately rural, portions of Yolo County. This unique program provides opportunities for training in two activities, classroom training and work experience.

Primarily a work experience program for adults, the unique structure of this activity allows the additional flexibility of developing alternative training and working arrangements for individuals (i.e., women, single heads of households) in need of such arrangements due to family responsibilities or severe employment limitations. Participants will be paid $2.90/$3.10 for each hour of program participation. The wages are included under Work Experience in the fiscal plan.

Adult Temporary Work Experience Program

Two district programs have been designed under this category. One will be entitled Temporary Adult WEX and the other Temporary Adult WEX for the Handicapped. It will be the goal of the former program to provide a selected number of program participants with an immediate temporary work experience of 6 hours a day and not to exceed 20 days in length.

The purpose of the latter program will be to provide emotionally, mentally or physically handicapped individuals with a 3 month work experience with monthly time increments. Participants will work 2 hours per day the first month, 4 hours per day the second month, and 6 hours per day the third month. No participant may be enrolled in either temporary WEX program more than one time.

Services to Participants

Initial services provided to clients include intake, orientation and assessmert to begin the establishment of a positive relationship between clients and staff. This process evaluates the client's eligibility, needs, levels of skills, previous work expereince and future education and/or occupational goals.

Mobile Unit

All services available in the 3 M.O.V.E. offices are delivered to the rural areas of Yolo County via the M.O.V.E. Mobile Unit. The following schedule is maintained by the van (unless it is being repaired or has been summoned to assist in a short-term intensive outreach effort):

Monday - Winters - 9:30 - 3:30
Tuesday - Esparto - 9:00 - 11:30
Wednesday - Winters - 9:30 - 3:30
Thursday - Yolo/Knightslanding - 9:00 - 4:00
Cache Creek Lodge
Friday - Woodland -

Vocational counseling by credentialed personnel provide professional tools which strengthen assessment efforts. Interest, aptitude and vocational testing and evaluation will be provided to help clients reassess their work histories and career expectations. A vocational evaluation center designed to provide indepth assessment of an individual's abilities and capabilities through a hands-on work sample system will be available.

Vocational Evaluation

In addition to a system called Valpar, another system has been purchased called Micro Tower. Micro Tower provides a mobile assessment system that can be transported to any work site or classroom in the County. This feature will assist in minimizing past transportation difficulties for groups and individuals.

A new focus will be added to the function of the Vocational Evaluation Unit this fiscal year. The Vocational Evaluator has training and experience in job analysis which is the basis for initiating job restructuring or modification to meet the specialized needs of handicapped individuals. It will be the goal to assist 10 handicapped persons to secure on-the-job training or permanent employment utilizing the knowledge of the Vocational Evaluator in conjunction with the efforts of both the Job Developers and Counselors. This specialized placemert effort will expand M.O.V.E.'s overall comprehensiveness and capability to provide services to specific target groups.

M.O.V.E. will create a service designed to work with clients on an individual or group basis to facilitate and enhance a personal growth and development process to include:

1) Self-exploration and Discovery

2) Assertiveness Techniques

3) Decision making

4) Goal Development by Method of Successive Approximations

5) Goal Implementation

6) Practice Experience

Another component of the M.O.V.E. services program is career information and exploration. Career centers are established in the M.O.V.E. offices and are kept current by the Employment Counseling staff.

The focal point of all the services provided to the participants is job development, job referral and job placement.

In an effort to strengthen M.O.V.E.'s primary goal of preparing the client for job placement, a variety of pre-employment services have been developed for client participation. These include:

1) Pre-employment Workshops (2 hours)

2) Job Retention Workshops (2 hours)

3) Individualized Job Search Counseling (1-5 hours)

4) Job Search Workshop (30-72 hours)

Job Search Workshop

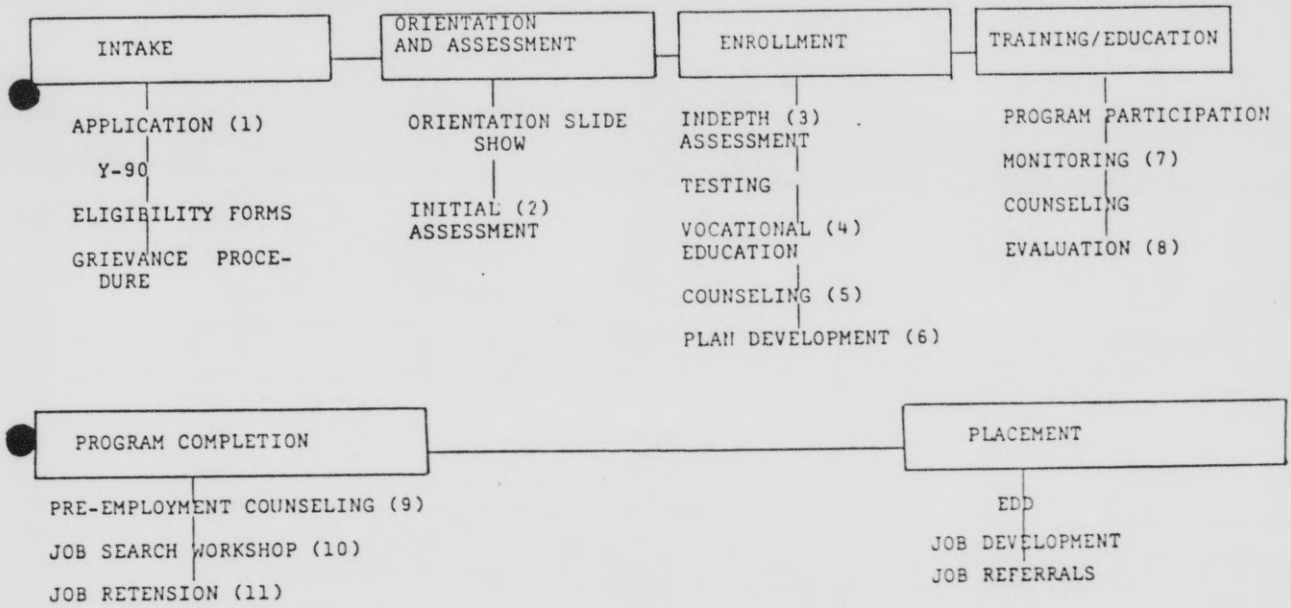
This is a self-help program in that it enables participants to use new skills and procedures to obtain employment opportunities throughout their career development process. Intensive classroom training is provided in career awareness and exploration, self-assertiveness, employment application completion techniques, resume and personal profile development, and local labor market trends.

This program emphasized placement into the private employment sector. An

allowance of $2.90/$3.10 per hour will be paid to participants during the training. The workshop will consist of 70 hours of training.

Contract Program Narrative-Attachment I

ASSESSMENT PROCESS



**The circled numbers indicate the stages of the assessment process built into entire structure of program activity.

SIGNIFICANT SEGMENT GOALS

TITLE II-B: PROJECT MOVE

1979-1980

SEGMENT	PERCENT TO BE SERVED
Male	50
Female	50
0 - 13	N/A
14 - 19	23
20 - 21	15
22 - 44	55
45 - 54	5
55 & Over	2
White	60
Black	5
Hispanic	30
American Indian	2
Asian	3
High School Dropout	15
AFDC	20
Economic Disadvantaged	100
Family Head	40
Veteran	12
Limited English Speaking Ability	5
Migrant or Seasonal Worker	15
Handicapped	8
Ex-Offender	8

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title II-B

Program: M.O.V.E. PROJECT	[X] Original [ ] Revision #
Fiscal Year: 1979 - 1980	Date Annual Plan Mod. #

WEX IN/SCHOOL YOUTH HANDICAPPED/WINTERS (WEX In/School)

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Se
A. Total Cumulative Enrollments				10	10	10	10	10	10	10	10	1
B. Total Enrollments by Month.....				10		0						
1. New Enrollment.....												
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....												
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations				0	0	0	0	0	0	0	10	1
D. Total Terminations by Month.....											10	
1. Entering Employment.....												
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....												
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....												
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....											10	
4. Other.....												
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)				10	10	10	10	10	10	10	0	

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title II-B

Program: M.O.V.E. PROJECT	[X] Original [ ] Revision #
Fiscal Year: 1979 - 1980	Date Annual Plan Mod. #

WEX - YOUTH IN/SCHOOL

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep
A. Total Cumulative Enrollments	15	15	15	15	36	36	36	36	36	36	36	5
B. Total Enrollments by Month.....	15				21							2
1. New Enrollment.....					21							2
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....	15											
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations	0	0	0	0	15	15	15	15	15	15	36	36
D. Total Terminations by Month.....					15						21	
1. Entering Employment.....												
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....												
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....					10						20	
a. School.....					10						20	
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....					5						1	
5. Intratitle.....												
CURRENT ENROLLMENT (A-D)	15	15	15	15	21	21	21	21	21	21	0	21

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title II-B

Program: M.O.V.E. PROJECT	☐ Original ☒ Revision # 001
Fiscal Year: 1980	Date Annual Plan Mod. # 001

WEX IN/SCHOOL (IN/SCHOOL YOUTH AND WINTERS HANDICAPPED)

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
. Total Cumulative Enrollments	15	15	15	25	46	46	46	46	46	46	46	67
. Total Enrollments by Month.....	15	0	0	10	21	0	0	0	0	0	0	21
1. New Enrollment.....					21							
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....	15											
4. Intratitle (Another Activity)..												
Total Cumulative Terminations	0	0	0	0	15	15	15	15	15	15	46	46
Total Terminations by Month.....					15	0	0	0		0	31	0
1. Entering Employment.....												
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....												
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....					10						30	
a. School.....					10						20	
b. Other Manpower.....												
c. Non-placement Objective Completed.....											10	
4. Other.....					5						1	
5. Intratitle.....												
CURRENT ENROLLMENT (A-D)	15	15	15	25	31	31	31	31	31	31	0	21

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title II-B

rogram: M.O.V.E. PROJECT | ☐ Original | ☒ Revision # 001

iscal Year: 1980 | Date | Annual Plan Mod. # 001

JOB SEARCH WORKSHOP
(Services)

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
. Total Cumulative Enrollments	5	10	15	20	25	30	35	40	45	50	55	60
. Total Enrollments by Month.....	5	5	5	5	5	5	5	5	5	5	5	5
1. New Enrollment.....	5	5	5	5	5	5	5	5	5	5	5	5
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....	0											
4. Intratitle (Another Activity)..												
. Total Cumulative Terminations	5	10	15	20	25	30	35	40	45	50	55	60
. Total Terminations by Month.....	5	5	5	5	5	5	5	5	5	5	5	5
1. Entering Employment.....	4	4	4	4	4	4	4	4	4	4	4	4
a. Direct Prime.....	4	4	4	4	4	4	4	4	4	4	4	4
b. Direct ES.....												
c. Indirect.....												
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....	0	1	0	1	0	1	0	1	0	1	0	1
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....	1	0	1	0	1	0	1	0	1	0	1	0
5. Intratitle.....												
CURRENT ENROLLMENT (A-D)	0	0	0	0	0	0	0	0	0	0	0	0

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title II-B

Program: M.O.V.E. PROJECT	[X] Original	[ ] Revision #
Fiscal Year: 1979-1980	Date	Annual Plan Mod. #

SERVICES

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Se
A. Total Cumulative Enrollments	50	75	100	125	150	175	200	225	250	275	300	3(
B. Total Enrollments by Month.....	50	25	25	25	25	25	25	25	25	25	25	
1. New Enrollment.....												
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....	50											
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations	25	50	75	100	125	150	175	200	225	250	275	3(
D. Total Terminations by Month.....	25	25	25	25	25	25	25	25	25	25	25	2
1. Entering Employment.....	9	9	9	9	9	9	9	9	9	9	15	1
a. Direct Prime.....	9	9	9	9	9	9	9	9	9	9	15	1
b. Direct ES.....												
c. Indirect.....												
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....	3	3	3	3	3	3	3	3	3	3	0	
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....	3	3	3	3	3	3	3	3	3	3	0	
5. Intratitle.....	10	10	10	10	10	10	10	10	10	10	10	1(
. CURRENT ENROLLMENT (A-D)	25	25	25	25	25	25	25	25	25	25	25	(

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title II-B

Program: M.O.V.E. PROJECT	[ ] Original [X] Revision # 001
Fiscal Year: 1980	Date Annual Plan Mod. # 001

SERVICES (Services and JSW)

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
. Total Cumulative Enrollments	55	85	115	145	175	205	235	265	295	325	355	360
. Total Enrollments by Month.....	55	30	30	30	30	30	30	30	30	30	30	5
1. New Enrollment.....	5											
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....	50											
4. Intratitle (Another Activity)..												
Total Cumulative Terminations	30	60	90	120	150	180	210	240	270	300	330	360
Total Terminations by Month.....	30	30	30	30	30	30	30	30	30	30	30	30
1. Entering Employment.....	13	13	13	13	13	13	13	13	13	13	19	19
a. Direct Prime.....	13	13	13	13	13	13	13	13	13	13	19	19
b. Direct ES.....												
c. Indirect.....												
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....	3	4	3	4	3	4	3	4	3	4	0	1
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....	4	3	4	3	4	3	4	3	4	3	1	0
5. Intratitle.....	10	10	10	10	10	10	10	10	10	10	10	10
CURRENT ENROLLMENT (A-D)	25	25	25	25	25	25	25	25	25	25	25	0

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title II-B

Program: M.O.V.E. PROJECT	[X] Original [ ] Revision #
Fiscal Year: 1979-1980	Date Annual Plan Mod. #

WEX - YOUTH OUT/SCHOOL (WEX Other)

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	30	30	60	60	66	66	102	102	102	102	102	138
B. Total Enrollments by Month.....	30		30		6		36					36
1. New Enrollment.....			30		6		36					36
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....	30											
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations	0	0	30	30	30	30	66	66	66	66	102	102
D. Total Terminations by Month.....			30				36				36	
1. Entering Employment.....			1				4				16	
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....			1				4				16	
d. Indirect (Other).....												
2. Title and Subpart Transfers....			4				5				10	
3. Additional Positive.....			15				16				6	
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....			10				11				4	
5. Intratitle.....												
CURRENT ENROLLMENT (A-D)	30	30	30	30	36	36	36	36	36	36	0	36

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title II-B

Program: M.O.V.E. PROJECT	[x] Original	[ ] Revision #
Fiscal Year: 1979 - 1980	Date	Annual Plan Mod. #

WEX - TEMPORARY ADULTS (90 Days Program) Handicapped (WEX Other)

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep
A. Total Cumulative Enrollments					5	5	5	10	10	10	15	15
B. Total Enrollments by Month.....					5	0	0	5	0	0	5	0
1. New Enrollment.....												
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....												
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations					0	0	5	5	5	10	10	10
D. Total Terminations by Month.....							5			5		
1. Entering Employment.....							2			3		
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....							2			3		
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....												
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....							3			2		
5. Intratitle.....												
CURRENT ENROLLMENT (A-D)					5	5	0	5	5	0	5	5

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title II-B

Program: M.O.V.E. PROJECT	[x] Original [ ] Revision #
Fiscal Year:	Date Annual Plan Mod. #

WORK LEARN (WEX Other)

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep
A. Total Cumulative Enrollments		2	4	6	13	20	25	30	30	30	30	30
B. Total Enrollments by Month.....		2	2	2	7	7	5	5	0	0	0	0
1. New Enrollment.....												
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....	0											
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations		0	0	0	0	2	4	6	13	20	25	30
D. Total Terminations by Month.....						2	2	2	7	7	5	5
1. Entering Employment.....						2	1	1	6	6	5	3
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....						2	1	1	6	6	5	3
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....								1		1		1
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....							1		1			1
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)		2	4	6	13	18	21	24	17	10	5	0

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title II-B

Program: M.O.V.E. PROJECT	[ ] Original [X] Revision # 001
Fiscal Year: 1980	Date Annual Plan Mod. #001

WEX (TEMP) ADULTS (WEX Other)

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	5	10	15	20	25	30	35	40	45	50	55	60
B. Total Enrollments by Month.....	5	5	5	5	5	5	5	5	5	5	5	5
1. New Enrollment.....	5	5	5	5	5	5	5	5	5	5	5	5
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....	0											
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations	5	10	15	20	25	30	35	40	45	50	55	60
D. Total Terminations by Month.....	5	5	5	5	5	5	5	5	5	5	5	5
1. Entering Employment.....												
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....												
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....												
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....	1		1		1		1		1		1	
5. Intratitle.....	4	5	4	5	4	5	4	5	4	5	4	5
CURRENT ENROLLMENT (A-D)	0	0	0	0	0	0	0	0	0	0	0	0

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title II-B

Program: M.O.V.E. PROJECT	☐ Original	☒ Revision # 001
Fiscal Year: 1980	Date 12/31/79	Annual Plan Mod. # 001

WEX OTHER (WORKLEARN AND OUT OF SCHOOL AND ADULT HANDICAPPED AND ADULT TEMPORARY)

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Se
A. Total Cumulative Enrollments	35	42	79	86	109	121	167	182	187	192	202	2
B. Total Enrollments by Month.....	35	7	37	7	23	12	46	15	5	5	10	
1. New Enrollment.....	5				6		6					4
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....	30											
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations	5	10	45	50	55	62	110	117	129	146	192	20
D. Total Terminations by Month.....	5	5	35	5	5	7	48	7	12	17	46	1
1. Entering Employment.....			1			2	7	1	6	9	21	
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....			1			2	7	1	6	9	5	
d. Indirect (Other).....											16	
2. Title and Subpart Transfers....			4				5				10	
3. Additional Positive.....			15				16	1		1	6	
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....	1		11		1		16		2	3	5	
5. Intratitle.....	4	5	4	5	4	5	4	5	4	4	4	
E. CURRENT ENROLLMENT (A-D)	30	32	34	36	54	59	57	65	58	46	10	41

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title II-B

Program: M.O.V.E. PROJECT	[ ] Original [X] Revision # 001
Fiscal Year: 1979 - 1980	Date 12/31/79 Annual Plan Mod. # 001

CLASSROOM TRAINING

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
Total Cumulative Enrollments	21	30	32	38	45	54	68	70	70	70	70	70
Total Enrollments by Month.....	21	9	2	6	7	9	14	2				
1. New Enrollment.....	11	9	2	6	7	9	14	2				
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....	10											
4. Intratitle (Another Activity)..												
Total Cumulative Terminations	0	0	11	12	18	25	32	42	46	49	55	70
Total Terminations by Month.....	0	0	11	1	6	7	7	10	4	3	6	15
1. Entering Employment.....			9	1	2	7	7	8	4	3	6	11
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....	0	0	9	1	2	7	7	8	4	3	6	11
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....			1	0	2	0	0	1	0	0	0	2
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....			1	0	2	0	0	1	0	0	0	2
5. Intratitle.....												
CURRENT ENROLLMENT (A-D)	21	30	21	26	27	29	36	28	24	21	15	0

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title II-B

Program: M.O.V.E. PROJECT

Fiscal Year: 1979-1980

[X] Original [ ] Revision #

Date 12/29/79 Annual Plan Mod. #

ON-THE-JOB-TRAINING

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep
A. Total Cumulative Enrollments	4	4	4	7	10	13	16	21	26	31	36	41
B. Total Enrollments by Month.....	4	0	0	3	3	3	3	5	5	5	5	5
1. New Enrollment.....	0											
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....	4											
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations	3	3	3	4	4	4	7	10	13	17	21	25
D. Total Terminations by Month.....	3	0	0	1	0	0	3	3	3	4	4	4
1. Entering Employment.....	2			1			3	3	2	4	3	3
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....	2			1			3	3	2	4	3	3
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....	1											1
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....									1		1	
5. Intratitle.....												
CURRENT ENROLLMENT (A-D)	1	1	1	3	6	9	9	11	13	14	15	16

ENROLLMENT AND TERMINATION PL

Monthly Schedule

Title _____

Program: PROJECT MOVE	[ ] Original	[X] Revision #001
Fiscal Year: 1980	Date 12-31-79	Annual Plan Mod. #001

ALL ACTIVITIES - Excluding Intratitle Transfers

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	116	147	202	243	313	352	431	468	494	520	551	608
B. Total Enrollments by Month.....	116	31	55	41	70	39	79	37	26	26	31	57
1. New Enrollment.....	7	31	55	41	70	39	79	37	26	26	31	57
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....	109											
4. Intratitle (Another Activity)..	-	-	-	-	-	-	-	-	-	-	-	-
C. Total Cumulative Terminations	24	44	106	128	170	199	273	308	343	383	486	530
D. Total Terminations by Month.....	24	20	62	22	42	29	74	35	35	40	103	44
1. Entering Employment.....	15	13	23	15	15	22	30	25	25	29	49	36
a. Direct Prime.....	13	13	13	13	13	13	13	13	13	13	19	19
b. Direct ES.....	0	0	0	0	0	0	0	0	0	0	0	0
c. Indirect.....	2	0	10	2	2	9	17	12	12	16	14	17
d. Indirect (Other).....	0	0	0	0	0	0	0	0	0	0	16	0
2. Title and Subpart Transfers....	0	0	4	0	0	0	5	0	0	0	10	0
3. Additional Positive.....	4	4	19	4	15	4	19	6	3	5	36	5
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....	5	3	16	3	12	3	20	4	7	6	8	3
5. Intratitle.....	-	-	-	-	-	-	-	-	-	-	-	-
E. CURRENT ENROLLMENT (A-D)	92	103	96	115	143	153	158	160	151	137	65	78

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title _____

Program: PROJECT MOVE	☐ Original	☒ Revision # _____
Fiscal Year: 1980	Date 12-31-79	Annual Plan Mod. # _____

ALL ACTIVITES - Including Intratitle Transfers

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	130	176	245	301	385	439	532	584	624	664	709	781
B. Total Enrollments by Month.....		46	69	56	84	54	93	52	40	40	45	72
1. New Enrollment.....												
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....	109											
4. Intratitle (Another Activity)..	14	15	14	15	14	15	14	15	14	14	14	15
C. Total Cumulative Terminations	38	73	149	186	242	286	374	424	473	527	644	703
D. Total Terminations by Month.....	38	35	76	37	56	44	88	50	49	54	117	59
1. Entering Employment.....	15	13	23	15	15	22	30	25	25	29	49	36
a. Direct Prime.....	13	13	13	13	13	13	13	13	13	13	19	19
b. Direct ES.....	0	0	0	0	0	0	0	0	0	0	0	0
c. Indirect.....	2	0	10	2	2	9	17	12	12	16	14	17
d. Indirect (Other).....	0	0	0	0	0	0	0	0	0	0	16	0
2. Title and Subpart Transfers....	0	0	4	0	0	0	5	0	0	0	10	0
3. Additional Positive.....	4	4	19	4	15	4	19	6	3	5	36	5
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....	5	3	16	3	12	3	20	4	7	6	8	3
5. Intratitle.....	14	15	14	15	14	15	14	15	14	14	14	15
E. CURRENT ENROLLMENT (A-D)	92	103	96	115	143	153	158	160	151	137	65	78

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title II-B

Program: MOVE Project	[ ] Original	[X] Revision #001
Fiscal Year: 1980	Date: 12-31-79	Annual Plan Mod. #001

ENROLLMENTS AND TERMINATIONS	%	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
I. Total Cumulative Enrollments	100	116	147	202	243	313	352	431	468	494	520	551	608
II. Significant Segment Enrollment - Cumulative	100%												
A. Male	45	52	66	91	109	141	158	194	211	222	234	248	274
B. Female	55	64	81	111	134	172	194	237	257	272	286	303	334
C. 19 and Under	31	36	46	63	75	97	109	134	145	153	161	171	189
D. 20 - 21	17	20	25	34	41	53	60	73	80	84	88	94	103
E. 22 - 44	42	49	61	85	103	132	148	181	197	207	219	231	255
F. 45 - 54	8	9	12	16	19	25	28	34	37	40	42	44	49
G. 55 and Over	2	2	3	4	5	6	7	9	9	10	10	11	12
H. White-not Hispanic	61	71	90	123	148	191	214	263	286	301	317	336	371
I. Black-not Hispanic	4	5	6	8	10	13	14	17	19	20	21	22	24
J. Hispanic	30	35	44	61	73	94	106	129	140	148	156	165	183
K. American Indian	2	2	3	4	5	6	7	9	9	10	10	11	12
L. Asian-Pacific Islander	3	3	4	6	7	9	11	13	14	15	16	17	18
III. Target Groups													
A. High School Dropout	15	17	22	30	36	47	53	65	70	74	78	83	91
B. AFDC Recipient	25	29	37	5	61	78	88	108	117	124	130	138	152
C. Displaced Homemaker	5	5	7	10	12	16	18	22	23	25	26	28	30
D. Family Head	40	46	59	81	97	13	141	172	187	198	208	220	243
E. Veteran	10	12	15	20	24	31	35	43	47	49	52	55	61
F. Viet.Era Vet under 34	7	8	10	14	17	22	25	30	33	35	36	39	43
G. Special Vet.	2	2	3	4	5	6	7	9	9	10	10	11	12
H. Special Disabled Vet	1	1	1	2	2	3	4	4	5	5	5	6	6
I. Limited English	5	6	7	10	12	16	18	22	23	25	26	28	30
J. Farmworker-Migrant	15	17	22	30	36	47	53	65	70	74	78	83	91
K. Handicapped	5	6	7	10	12	16	18	22	23	25	26	28	30
L. Ex-Offender	5	6	7	10	12	16	18	22	23	25	26	28	30

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: _____ CONTRACT NO. _____

[ ] ORGINAL [X] REVISION NO. 1 DATE _____

Subgrantee Name and Address:
Yolo County Schools
313 4th Street
Woodland, CA 95695

Contact Person: Jess M. Moreno
Phone 666-0925
Period: From 10-1-79 To 9-30-80
Program Name: II-B

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.		9,583	2,215	12,228	17,864			0	$41,890
NOV.		12,212	2,993	16,099	8,468			1,968	41,740
DEC.		13,872	4,916	11,442	24,832			4,661	59,723
JAN.		13,872	5,203	25,382	24,832			4,661	73,950
FEB.		18,141	5,203	25,593	33,275			10,706	92,918
MAR.		18,141	5,203	25,593	25,240			10,706	84,883
APR.		18,141	5,203	26,522	25,207			10,706	85,779
MAY		23,153	7,343	26,522	25,207			10,706	92,931
JUNE		18,141	7,343	4,507	25,207			10,706	65,904
JULY		18,141	7,343	4,507	25,207			10,706	65,904
AUG.		18,139	7.343	4,510	25,207			10,706	65,905
SEPT.		18,150	7,337	23,328	25,216			10,702	84,733
TOTAL		199,686	67,645	206,233	285,762			96,934	856,260

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.		4,509	9,017	463	3,731	24,170		41,890
NOV.		6,678	12,755	618	4,679	17,010		41,740
DEC.		9,296	9,640	544	4,664	35,579		59,723
JAN.		9,296	21,154	970	4,951	37,579		73,950
FEB.		13,482	28,207	1,693	4,951	44,585		92,918
MAR.		13,482	28,207	1,693	4,951	36,550		84,883
APR.		13,482	29,059	1,737	4,951	36,550		85,779
MAY		18,396	29,059	1,835	7,091	36,550		92,931
JUNE		13,482	11,863	1,101	7,091	32,367		65,904
JULY		13,482	11,863	1,101	7,091	32,367		65,904
AUG.		13,480	11,863	1,101	7,091	32,370		65,905
SEPT.		13,479	26,961	1,605	7,088	35,600		84,733
TOTAL		142,544	229,648	14,461	68,330	401,277		856,260

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FORREST L. HONNOLD, ASST. SUPT.
Name and title of Authorized Official

Forrest L Honnold
Signature

For CETA Approval Only:

Jack A Bass
Fiscal Officer — 12-80 Date

Lavern L Hoard
CETA Director — 12-80 Date

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

YOLO COUNTY SCHOOLS

313 4th Street
Woodland, CA 95695

CLASSROOM TRAINING	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES					
Basic	129,734	4,509	6,678	8,015	8,015
Dependents	123,586	3,722	5,662	7,000	7,000
Incentive	148	-0-	15	15	15
Other Additional	6,000	787	1,001	1,000	1,000
FRINGE BENEFITS					
Workers' Compensation Insurance	2,575	84	126	159	159
TRAINING	2,575	84	126	159	159
Staff Salaries	26,870	1,914	2,316	2,264	2,264
Staff Fringe Benefits	17,423	1,400	1,400	1,462	1,462
Staff Travel	5,227	273	568	439	439
Special Program Technical Assistance	520	41	-0-	48	48
Subcontractor Training Cost					
Classroom Space Cost					
Supplies	2,400	200	200	200	200
Telephone	300	-0-	-0-	30	30
Books & Educational Aids	1,000	-0-	148	85	85
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES					
Staff Salaries	40,507	3,076	3,092	3,434	3,434
Staff Fringe Benefits	21,478	1,808	1,786	1,788	1,788
Staff Travel	6,443	646	432	537	537
Special Program Technical Assistance	2,080	100	42	194	194
Space Cost					
Supplies	1,790	146	305	134	134
Telephone	500	-0-	-0-	50	50
Transportation	964	-0-	47	92	92
Child Care	4,810	376	480	395	395
Medical Assistance	2,442	-0-	-0-	244	244
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
TOTAL - CLASSROOM TRAINING	199,686	9,583	12,212	13,872	13,872

CLASSROOM TRAINING

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

YOLO COUNTY SCHOOLS

313 4th Street

Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
12,201	12,201	12,201	17,115	12,201	12,201	12,199	12,198
11,911	11,911	11,911	16,825	11,911	11,911	11,911	11,911
15	15	15	15	15	15	13	-0-
275	275	275	275	275	275	275	287
242	242	242	340	242	242	242	255
242	242	242	340	242	242	242	255
2,264	2,264	2,264	2,264	2,264	2,264	2,264	2,264
1,462	1,462	1,462	1,462	1,462	1,462	1,462	1,465
439	439	439	439	439	439	439	435
48	48	48	48	48	48	48	47
200	200	200	200	200	200	200	200
30	30	30	30	30	30	30	30
85	85	85	85	85	85	85	87
3,434	3,434	3,434	3,434	3,434	3,434	3,434	3,433
1,788	1,788	1,788	1,788	1,788	1,788	1,788	1,792
537	537	537	537	537	537	537	532
194	194	194	194	194	194	194	192
134	134	134	134	134	134	134	133
50	50	50	50	50	50	50	50
92	92	92	92	92	92	92	89
395	395	395	395	395	395	395	399
244	244	244	244	244	244	244	246
18,141	18,141	18,141	23,153	18,141	18,141	18,139	18,150

C 104b (revised 10/79)

OPERATING BUDGET

CONTRACT NO.

SUBGRANTEE'S NAME AND ADDRESS

YOLO COUNTY SCHOOLS

313 4th Street

Woodland, CA 95695

ON-THE-JOB TRAINING	TOTAL	OCT	NOV	DEC	JAN
TRAINING	41,460	1,817	2,363	2,400	2,687
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assist.					
Subcontractor Training Cost	38,880	1,817	2,363	2,400	2,400
Classroom Space Cost					
Supplies	2,580	0	0	0	287
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES	26,185	398	630	2,516	2,516
Staff Salaries	16,192	189	361	1,564	1,564
Staff Fringe Benefits	4,858	133	70	466	466
Staff Travel	2,080	32	88	196	196
Special program technical assist.					
Space Cost	1,555	44	90	142	142
Supplies	500	0	5	50	50
Telephone	1,000	0	16	98	98
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
TOTAL - ON-THE-JOB TRAINING	67,645	2,215	2,993	4,916	5,203

ON-THE-JOB TRAINING

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

YOLO COUNTY SCHOOLS

313 4th Street

Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
2,687	2,687	2,687	4,827	4,827	4,827	4,827	4,824
2,400	2,400	2,400	4,540	4,540	4,540	4,540	4,540
287	287	287	287	287	287	287	284
2,516	2,516	2,516	2,516	2,516	2,516	2,516	2,513
1,564	1,564	1,564	1,564	1,564	1,564	1,564	1,566
466	466	466	466	466	466	466	461
196	196	196	196	196	196	196	196
142	142	142	142	142	142	142	143
50	50	50	50	50	50	50	45
98	98	98	98	98	98	98	102
5,203	5,203	5,203	7,343	7,343	7,343	7,343	7,337

C 104c (revised 10/79)

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS
YOLO COUNTY SCHOOLS
313 4th Street
Woodland, CA 95695

WORK EXPERIENCE	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES	154,858	9,017	10,863	7,000	18,514
FRINGE BENEFITS	5,629	379	416	259	685
F.I.C.A.					
Workers' Compensation Insurance	5,629	379	416	259	685
Other					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES	45,746	2,832	4,820	4,183	6,183
Staff Salaries	23,517	1,961	3,419	2,591	2,591
Staff Fringe Benefits	7,055	607	1,007	777	777
Staff Travel	3,120	158	138	403	403
Special Program Technical Assistance					
Space Cost	1,790	106	219	209	209
Supplies	500	0	7	70	70
Telephone	964	0	30	133	133
Transportation	6,800	0	0	0	0
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost	2,000	0	0	0	2,000
WORKSITE SUPERVISION (YCCIP ONLY)					
Staff Salaries					
Staff Fringe					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Rental Equipment					
Office Equipment					
Unclassified Supervision Cost					
TOTAL - WORK EXPERIENCE	206,233	12,228	16,099	11,442	25,382

WORK EXPERIENCE

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

YOLO COUNTY SCHOOLS

313 4th Street

Woodland, DA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
19,754	19,754	20,606	20,606	3,410	3,410	3,410	18,514
685	685	762	762	126	126	126	618
685	685	762	762	126	126	126	618
5,154	5,154	5,154	5,154	971	971	974	4,196
2,591	2,591	2,591	2,591	-0-	-0-	-0-	2,591
777	777	777	777	-0-	-0-	-0-	779
403	403	403	403	-0-	-0-	-0-	406
209	209	209	209	-0-	-0-	-0-	211
70	70	70	70	-0-	-0-	-0-	73
133	133	133	133	-0-	-0-	-0-	136
971	971	971	971	971	971	974	0
0	0	0	0	0	0	0	0
25,593	25,593	26,522	26,522	4,507	4,507	4,510	23,328

SUBGRANTEE'S NAME AND ADDRESS

YOLO COUNTY SCHOOLS
313 4th Street
Woodland, CA 95695

OPERATING BUDGET
CONTRACT NO. _____

SERVICES TO CLIENTS	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES	12,810	-0-	-0-	1,281	1,281
Basic	11,610	-0-	-0-	1,161	1,161
Dependents	200	-0-	-0-	20	20
Incentive	1,000	-0-	-0-	100	100
Other Additional					
FRINGE BENEFITS	3,265	-0-	-0-	20	20
Health-Accident Insurance					
SERVICES	269,687	17,864	8,468	23,531	23,531
Staff Salaries	168,202	11,674	6,118	15,041	15,041
Staff Fringe Benefits	50,461	5,111	226	4,512	4,512
Staff Travel	7,072	365	230	648	648
Special Program Technical Assistance					
Space Cost	16,497	714	1,510	1,427	1,427
Supplies	3,300	-0-	25	328	328
Telephone	10,573	-0-	289	1,028	1,028
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental - Equipment					
Office - Equipment					
Unclassified Services Cost	13,582	-0-	70	547	547
TOTAL - SERVICES TO CLIENTS	285,762	17,864	8,468	24,832	24,832

YC 104e (revised 10/79)

SERVICES TO CLIENTS

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

YOLO COUNTY SCHOOLS

313 4th Street

Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
1,281	1,281	1,281	1,281	1,281	1,281	1,281	1,281
1,161	1,161	1,161	1,161	1,161	1,161	1,161	1,161
20	20	20	20	20	20	20	20
100	100	100	100	100	100	100	100
428	428	395	395	395	395	395	394
31,566	23,531	23,531	23,531	23,531	23,531	23,531	23,541
15,041	15,041	15,041	15,041	15,041	15,041	15,041	15,041
4,512	4,512	4,512	4,512	4,512	4,512	4,512	4,516
648	648	648	648	648	648	648	645
1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,430
328	328	328	328	328	328	328	323
1,028	1,028	1,028	1,028	1,028	1,028	1,028	1,032
8,582	547	547	547	547	547	547	554
33,275	25,240	25,207	25,207	25,207	25,207	25,207	25,216

YC 104e (revised 10/79)

OPERATING BUDGET

CONTRACT NO.

SUBGRANTEE'S NAME
YOLO COUNTY SCHOOLS
313 4th Street
Woodland, CA 95695

OTHER ACTIVITIES (WORK/LEARN - WEX)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES	74,790	-0-	1,892	2,640	2,640
FRINGE BENEFITS	2,992	-0-	76	106	106
F.I.C.A.					
Workers' Compensation Insurance	2,992	-0-	76	106	106
Other					
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Compensation Insurance					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aide					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES	19,152	-0-	-0-	1,915	1,915
Staff Salaries	13,500	-0-	-0-	1,350	1,350
Staff Fringe Benefits	4,050	-0-	-0-	405	405
Staff Travel	688	-0-	-0-	69	69
Special Program Technical Assistance					
Space Cost	264	-0-	-0-	26	26
Supplies	500	-0-	-0-	50	50
Telephone	150	-0-	-0-	15	15
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
TOTAL - OTHER ACTIVITIES (WORK LEARN - WEX)	96,934	-0-	1,968	4,661	4,661

OTHER ACTIVITIES (WORK/LEARN - XXX)

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS
YOLO COUNTY SCHOOLS
313 4th Street
Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
8,453	8,453	8,453	8,453	8,453	8,453	8,453	8,447
338	338	338	338	338	338	338	338
338	338	338	338	338	338	338	338
1,915	1,915	1,915	1,915	1,915	1,915	1,915	1,917
1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350
405	405	405	405	405	405	405	405
69	69	69	69	69	69	69	67
26	26	26	26	26	26	26	30
50	50	50	50	50	50	50	50
15	15	15	15	15	15	15	15
10,706	10,706	10,706	10,706	10,706	10,706	10,706	10,702

YC 104j (revised 10/79)

SUBGRANTEE NAME AND ADDRESS

YOLO COUNTY SCHOOLS

313 4th Street

Woodland, CA 95695

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Trave Schedule

Period From 10-1-79 To 9-30-80 Contract No. _____

POSITION OF TRAVELING STAFF	MILEAGE REIMBURSEMENT					OUT OF TOWN (ADMIN.)			TOTAL	
	MILES PER WEEK	NO. OF WKS.	COST PER MILE	TOTAL ADMIN.	TOTAL NON-ADMIN.	PROJ. NO. OF TRIPS	COST PER TRIP	TOTAL	ADMIN.	NON-ADMIN.
						CT	OJT	WEX	SERVICES	OTHER
Office Manager	25	52	.20		260				260	
Secretary	5	52	.20		52				52	
Secretary	40	52	.20		416				416	
CT/Instructor	50	52	.20		520	520				
Trainer JCW	50	52	.20		520				520	
CT TNG Specialist	100	52	.20		1,040	1,040				
CT TNG Assistant	100	52	.20		1,040	1,040				
Job Developer	100	52	.20		1,040		1,040			
Job Developer	100	52	.20		1,040		1,040			
Youth Specialist	100	39	.20		780			780		
Youth Specialist	100	39	.20		780			780		
Assist. Youth Specialist	100	39	.20		780			780		
Assist. Youth Specialist	100	39	.20		780			780		
Counselor	40	52	.20		416				416	
Counselor	40	52	.20		416				416	
2½ Outreach Workers	425	52	.20		4,420				4,420	
TOTALS										

UBGRANTEE NAME AND ADDRESS

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Trave Schedule

Period From _____ To _____ Contract No._____

POSITION OF TRAVELING STAFF	MILEAGE REIMBURSEMENT					OUT OF TOWN (ADMIN.)			TOTAL	
	MILES PER WEEK	NO. OF WKS.	COST PER MILE	TOTAL ADMIN.	TOTAL NON-ADMIN.	PROJ. NO. OF TRIPS	COST PER TRIP	TOTAL	ADMIN.	NON-ADMIN.
Counselor	80	43	.20		688					688
Secretary Davis	40	39	.20		312				312	
Office Manager	25	52	.20		260				260	
Total					15,560	2,600	2,080	3,120	7,072	688
TOTALS										

SUBGRANTEE NAME AND ADDRESS

YOLO COUNTY SCHOOLS
313 4th Street
Woodland, CA 95695

CETA - II-B - OPERATING BUDGET

CONTRACT NO.

PARTICIPANTS PAYMENT SCHEDULE

PERIOD FROM 10-01-79 TO 09-30-80

C.T.

☐ YCCIP (WORK EXPERIENCE)
☐ YCTP (TRAINING)

TRAINING CLASSIFICATION	TOTAL SLOTS	TOTAL PARTIC.	HRS. PER WEEK	NO. OF WEEKS	TOTAL HOURS	RATE PER HOUR	TOTAL AMOUNT	FEDERAL SHARE
C.T. Referrals Basic		32	40	26	33,280	3.05	101,504	
Referrals Incentive		8	40	26	8,320	.75	6,240	
TOTAL REFERRALS	40	40			41,600			
C.T. Clerical Basic		24	30	24	17,280	3.05	52,704	
Clerical Incentive		6	30	24	4,320	.75	3,240	
TOTAL CLERICAL	15	30			21,600			
TOTAL C.T.							163,688	

	Total	Phaze In/Out	Budget	%				
Basic	154,208	30,622	123,586	20				
Incentive	9,480	3,480	6,000	37				
Dep.			148	-0-				
TOTAL	163,688	34,102	129,734	20.8				
SUB-TOTAL							163,688	
PHASE IN/OUT/ABSENTEEISM %						20.8	34,102	
TOTAL							129,734	

SUBGRANTEE NAME AND ADDRESS

YOLO COUNTY SCHOOLS
313 4th Street
Woodland, CA 95695

CETA - II-B - OPERATING BUDGET

CONTRACT NO.

PARTICIPANTS PAYMENT SCHEDULE

PERIOD FROM 10-01-79 TO 09-30-80

O.J.T.

_ YCCIP (WORK EXPERIENCE)
_ YCTP (TRAINING)

TRAINING CLASSIFICATION	TOTAL PARTIC.	HRS. PER WEEK	NO. OF WEEKS	TOTAL HOURS	RATE PER HOUR	TOTAL AMOUNT	FEDERAL SHARE
O.J.T.	36			1300 per contract		46,800	
SUB-TOTAL	XXXXXX	XXXXXX	XXXXXX		XXXXXX	46,800	
PHASE IN/OUT/ABSENTEEISM %	XXXXXX	XXXXXX	XXXXXX		16.9	7,920	
TOTAL		XXXXXX	XXXXXX		XXXXXX	38,880	

SUBGRANTEE NAME AND ADDRESS

YOLO COUNTY SCHOOLS
313 4th Street
Woodland, CA 95695

CETA - II-B - OPERATING BUDGET

CONTRACT NO.

PARTICIPANTS PAYMENT SCHEDULE

PERIOD FROM 10-01-79 TO 09-30-80

W. E. X.

_ YCCIP (WORK EXPERIENCE)
_ YETP (TRAINING)

TRAINING CLASSIFICATION		TOTAL PARTIC.	HRS. PER WEEK	NO. OF WEEKS	TOTAL HOURS	RATE PER HOUR	TOTAL AMOUNT	FEDERAL SHARE
Handicapped	April 1 thru May 20th 10 Slots	10	15	9	1350	3.10	4,185	
Handicapped	June 18 thru Aug 30th 10 Slots	10	30	11	3300	3.10	10,230	
W.E.X. Youth	O/S 30 Slots	90	30	12	32400	3.05	98,820	
	I/S 15 "	30	10	12	3600	3.05	10,980	
	O/S-SEP 30 "	30	30	4	3600	3.05	10,980	
	I/S-SEP 15 "	15	10	4	600	3.05	1,830	
New	I/S	6	10	26	1560	3.10	4,836	
New	O/S	12	30	13	4680	3.10	14,508	
Handicapped	Feb 1 thru March 30 10 Slots	10	10	8	800	3.10	2,480	
SUB-TOTAL							158,849	
PASS IN/OUT/ABSENTEEISM %						2.5	3,991	
TOTAL							154,858	

SUBGRANTEE NAME AND ADDRESS

YOLO COUNTY SCHOOLS
313 4th Street
Woodland, CA 95695

CETA - II-B - OPERATING BUDGET

CONTRACT NO.

PARTICIPANTS PAYMENT SCHEDULE

PERIOD FROM 10-01-79 TO 09-30-80

SERVICES

_ YCCIP (WORK EXPERIENCE)
_ YITP (TRAINING)

TRAINING CLASSIFICATION	TOTAL PARTIC.	HRS. PER WEEK	NO. OF WEEKS	TOTAL HOURS	RATE PER HOUR	TOTAL AMOUNT	FEDERAL SHARE
J.S.W. Oct thru Dec 15 Slots	15	36	2	1080	2.90	3,132	
Jan thru Sep 45 Slots	45	36	2	3240	3.10	10,044	
SUB-TOTAL						13,176	
PHASE IN/OUT/ABSENTEEISM %					12	1,566	
TOTAL						11,610	

SUBGRANTEE NAME AND ADDRESS

YOLO COUNTY SCHOOLS
313 4th Street
Woodland, CA 95695

CETA - II-B - OPERATING BUDGET

CONTRACT NO.

PARTICIPANTS PAYMENT SCHEDULE

PERIOD FROM 10-01-79 TO 09-30-79

WORK/LEARN

_ YCCIP (WORK EXPERIENCE)
_ YETP (TRAINING)

TRAINING CLASSIFICATION		TOTAL PARTIC.	HRS. PER WEEK	NO. OF WEEKS	TOTAL HOURS	RATE PER HOUR	TOTAL AMOUNT	FEDERAL SHARE
Work Learn	10 Slots	10	30	16	4800	3.05	14,640	
Work Learn New	20 "	20	30	16	9600	3.10	29,760	
Adult WEX	60 "	60	30	4	7200	3.05	21,960	
Adult WEX Feb	5 "	15	360		5400	3.10	16,740	
30 days 2 Hrs. day = 60								
30 days 4 hrs. day = 120								
30 days 6 hrs. day = 180								
	360							
SUB-TOTAL							83,100	
PHASE IN/OUT/ABSENTEEISM %						10	8,310	
TOTAL							74,790	

Subgrantee's Name and Address

Yolo County Schools
313 Fourth Street, Suite 2
Woodland, CA 95695

Phone 666-0925

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDETING

Positions and Salaries Schedule

Period From 10-01-79 To 09-30-80

Contract No.

Title/Subtitle II-B

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACATION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
D. Herrera-Office Manager	1389	50	12	8334		8334		8334				8334	
B. Watson -Office Manager	1336	50	1	668		668		668				668	
M. Espinoza-Office Manager	1270	50	11 ½	7303		7303		7303				7303	
R. Gonzales - Secretary	758	25	12	2274		2274		2274				2274	
M. Hernandez -Secretary	914	25	12	2742		2742		2742				2742	
L. Grebb - Instructor	1452	100	12	17423		17423		17423	17423				
J. Thompson-Training JSW	1007	100	12	12078		12078		12078				12078	
C. [illegible]ndho - TNG Specialist	1121	100	1 ½	1682		1682		1682	1682				
M. Lopez - TNG Specialist	987	100	10 ½	10364		10364		10364	10364				
L. Keyworth-TNG Specialist	786	100	12	9432		9432		9432	9432				
-Job Developer	854	100	12	10248		10248		10248		10248			
-Job Developer	854	58	12	5944		5944		5944		5944			
F. Cobos - Youth Specialist	1280	65	9	7488		7488		7488			7488		
PAGE TOTAL				95,980		95,980		95,980	38,901	16,192	7,488	33,399	

Subgrantee's Name and Address

Yolo County Schools
313 Fourth Street, Suite 2
Woodland, CA 95695

Phone 666-0925

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDETING

Positions and Salaries Schedule

Period From 10-01-79 To 09-30-80

Contract No.

Title/Subtitle II-B

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA-TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
S. Briggs -Youth Specialist	1049	65	9	6137		6137		6137			6137		
-Assit.Youth Sp.	854	65	9	4996		4996		4996			4996		
-Assist.Youth Sp.	854	65	9	4896		4896		4896			4896		
D. Lynch - Counselor	1408	100	12	16896		16896		16896				16896	
S. Yokoi - Counselor	1480	100	12	17758		17758		17758				17758	
-Outreach Worker	897	100	12	10764		10764		10764				10764	
" "	897	100	12	10764		10764		10764				10764	
" "	981	100	12	11772		11772		11772				11772	
" "	1118	100	12	13416		13416		13416				13416	
" "	950	100	12	11400		11400		11400				11400	
" "	1011	100	12	12132		12132		12132				12132	
" "	1026	100	12	12312		12312		12312				12312	
" "	900	100	12	10800		10800		10800				10800	
PAGE TOTAL				144,043		144,043		144,043			16,029	128,014	

Subgrantee's Name and Address

Yolo County Schools
313 Fourth Street, Suite2
Woodland, CA 95695

Phone 666-0925

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDETING

Positions and Salaries Schedule

Period From 10-01-79 To 09-31-80

Contract No.

Title/Subtitle II-B

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA-TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
-Outreach Worker	881	50	12	5286		5286		5286				5286	
R. Lestor - Conselor	1350	100	10	13500		13500		13500					13500
-Secretary (Davis)	668	25	9	1503		1503		1503				1503	
PAGE TOTAL				20,289		20,289		20,289				6,789	13,500
GRAND TOTALS				260,312		260,312		260,312	38,901	16,192	23,517	168,202	13,500

SUBGRANTEE NAME AND ADDRESS

YOLO COUNTY SCHOOLS
313 4th Street
Woodland, CA 95695

PHONE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRAION
CETA OPERATING BUDGET
Equipment Schedule
Period From 10-1-79 To 9-30-80 Contract No.

TRAINING EQUIPMENT

QUAN.	DESCRIPTION	USAGE			UNIT COST	TOTAL
	MICRO 10 STATION VOC EUAL UNIT	PARTICIPANTS	8082 500 8582	Transportation	8582	
	TOTAL					$8582

FILED

MAR 7 - 1980

PETER McNAMEE, Clerk
By [signature] DEPUTY

Yolo County Agreement No. 80-74

STANDARD AGREEMENT FOR COUNTY HEALTH SERVICES

ORIGINAL

Fiscal Year 1979-80

County of YOLO

The State of California by and through the Department of Health Services and the County of YOLO (hereinafter called the County) in consideration of the covenants, conditions, agreements and stipulations hereinafter expressed do hereby agree as follows:

Article I

This Agreement is entered into pursuant to the provisions of the Welfare and Institutions Code (W&IC) Section 16700 et seq. The definitions of terms used in this agreement shall be determined under W&IC Section 16700 et seq.

Article II

1. The State shall make payment of the funds specified in paragraph 2b of this Article to the County in three equal installments.

2. Funds to be provided are:

   a. An allocation of $ 318,600 in accordance with W&IC Section 16704(a), (paid on or about August 24, 1979).

   b. An allocation of $ 663,952 in accordance with W&IC Section 16704(b). This amount represents State funding from the County Health Services Fund at a rate of One State dollar(s) for each county dollar expended for county health services provided in general accordance with the County Health Services Plan and Budget.

   c. In no event shall the State funds provided under this agreement exceed $ 982,552.

3. The State shall recover any funds provided from the County Health Services Fund which are not expended in accordance with this agreement. Recovery of funds may be accomplished through reduction of future payments to the County from the County Health Services Fund or from any funds payable for any other purpose. The recovery shall be limited to the State funded portion of the amount not expended in accordance with this agreement.

Article III

1. The County agrees to incur aggregate net county costs for health services of State and County funds in an amount of at least $ 1,646,504. In the event that aggregate net county costs for health services are less than this amount, the State shall recover the State funded portion of the difference.

2. The County agrees that county health services will be provided in general accordance with the County Health Services Plan and Budget, and will result in net county costs for health services of county funds of at least $ 663,952.

3. The County agrees that State funds provided from the County Health Services Fund will be used to finance county health services included in the County Health Services Plan and Budget and for no other purpose, and that the Plan and Budget have been developed in accordance with the instructions provided by the State.

(continued on reverse)

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

State of California

Signature [signature]

Title Director, Department of Health Services

Date February 22, 1980

County of Yolo

Signature [signature] Chairman

Title Board of Supervisors

Date February 12, 1980

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
[signature]
DEPUTY COUNTY COUNSEL

4. The County agrees to provide for continuation and funding of health services in accordance with the County Health Services Plan and Budget: a) where the governing body of the city has not transferred enforcement authority of applicable public health statutes and regulations to the county; b) where public health services are provided by a city pursuant to a contract with the County; or c) where public health services are provided by an existing independent district.

5. The County agrees that sufficient records, files, and documentation will be maintained concerning program activity and expenditures made under this agreement and will be accessible for a period of at least four years from the expiration of this agreement, or in the event of a State audit, until the audit has been resolved.

6. The County agrees to provide access during normal working hours to authorized representatives of the Department of Health Services and of other State agencies to all records, files, and documentation related to this agreement.

7. The County agrees that the following reports will be provided in the form and according to procedures established by the Department of Health Services:

   a. A report of estimated actual expenditures, revenues, and net county costs for the services provided in accordance with the County Health Services Plan and Budget for Fiscal Year 1979-80. This report shall be provided by November 1, 1980, and shall serve as the initial basis for recovery of funds not expended in accordance with this agreement.

   b. A report of actual expenditures, revenues, and net county costs for the services provided in accordance with the County Health Services Plan and Budget for Fiscal Year 1979-80. This report shall be provided by November 1, 1981, and shall serve as the final basis for recovery of funds not expended in accordance with this agreement, unless modified by actual audit findings officially adopted by the State.

   c. The report of planned Fiscal Year 1979-80 Environmental Health Program activities and Fiscal Year 1978-79 program accomplishments (submitted in past years by noncontract counties as part of the State subvention application).

   d. A report of Fiscal Year 1977-78 actual expenditures, revenues, and net county costs for the services provided and reported to the State pursuant to Section 20 of SB 154 (Chapter 292, Statutes of 1978). This report shall be prepared in the budget format required for the Fiscal Year 1979-80 County Health Services Budget and shall be submitted by March 15, 1980.

Article IV

Nothing in this Agreement shall be interpreted to require additional expenditures of county funds for health services beyond those required herein.

FILED

MAR 11 1980

PETER McNAMEE, Clerk
By Debra Underhand
DEPUTY

Yolo County Agreement No. 6-75

AGREEMENT TO PROVIDE ACUTE PSYCHIATRIC INPATIENT SERVICES

THIS AGREEMENT, made and entered into this 12th day of February, 1980, by and between the County of Colusa, a political subdivision of the State of California, hereinafter called COUNTY, and Yolo General Hospital, a Division of the Yolo County Health Services Agency, hereinafter referred to as CONTRACTOR.

WHEREAS, COUNTY provides Mental Health Services to residents of Colusa County by the authority vested in the COUNTY.

and

WHEREAS, COUNTY desires to contract with a hospital for the provision of acute psychiatric inpatient services;

and

WHEREAS, CONTRACTOR provides licensed acute psychiatric inpatient services.

NOW THEREFORE, It is hereby mutually agreed as follows:

1. CONTRACTOR agrees to provide acute psychiatric inpatient services to patients referred by COUNTY.

2. CONTRACTOR agrees to comply with all provisions of Title 9 of the California Administrative Code.

3. CONTRACTOR admission policies are to be in writing and available to the public and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

4. CONTRACTOR complies with Welfare and Institutions Code requirements commencing with Section 5328 and Title 45 Code of Federal regulations Section 205.50 regarding confidentiality of patient information.

5. Compliance with all applicable provisions of Title 22 of the California Administrative Code.

6. CONTRACTOR shall comply with all of the provisions contained in the Community Services Systems Manual. This includes cost reports, allowable costs, ability to pay and billing collection.

7. COUNTY shall be the payor of last resort for the base rate and ancillary costs incurred in psychiatric treatment only after appropriate third party payor sources (Medicare, prepaid health plans, private insurance, Veteran's Administration, Worker's Compensation, State Disability Insurance) and private or responsible sources have been billed and all revenues possible have been billed and all revenues possible have been collected from these sources.

8. CONTRACTOR includes Medi-Cal census days along with Short-Doyle census days. CONTRACTOR will determine as soon after admission as the patients condition permits whether patient is eligible for Medi-Cal. If applicable contractor will apply for patient Medi-Cal and will notify COUNTY if Medi-Cal is granted and will provide COUNTY with copy of patient's Medi-Cal card or label.

9. The maximum amount to be reimbursed for the above services shall not exceed the total of THREE THOUSAND DOLLARS ($3,000.00). See exhibit "A" for fee schedule attached herewith.

10. This agreement shall be effective upon execution and expire June 30, 1980.

11. This agreement may be terminated by either party upon sixty (60) days written notice to the other of such intention.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Twyla J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
Yolo County

Dale Munson
DALE MUNSON Hospital Administrator

Peter McNamee,
COUNTY CLERK
Yolo County
By Jan Orser
Jan Orser, Deputy

COUNTY OF COLUSA, a political subdivision of the State of California

BY Richard [illegible]
CHAIRMAN OF THE BOARD OF SUPERVISORS
Colusa County MAR 4 - 1980

William Haun LCSW
WILLIAM HAUN, LCSW Director
Colusa County Mental Health

ATTEST

Martha Nannen
Martha Nannen, County Clerk
Colusa County

Approved as to form

Harold Wilsey, County Counsel

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By Elizabeth A. Stalley
DEPUTY COUNTY COUNSEL

I CERTIFY THIS COPY TO BE A TRUE COPY OF THE RECORD IN THIS OFFICE
ATTEST: MAR 6 - 1980

MARTHA NANNEN

COUNTY CLERK AND EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS
COLUSA COUNTY, CALIFORNIA
BY Katherine M Myers DEPUTY

EXHIBIT "A"

Acute Room Rate - $120.00 per day

COUNTY OF YOLO

BK

Subgrant Signature Sheet

RECEIVED FEB 2 6 1980

Title III Displaced Homemakers

Agreement/ Subgrant No. 80-76

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Yolo County Superintendent of Schools

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Yolo County Superintendent of Schools hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program	: Yolo County Superintendent of Schools - Project MOVE Displaced Homemakers Program
Mailing Address	: 313 Fourth Street, Suite 2
City	: Woodland, CA 95695 Phone: 666-0925
Program Director:	Jesus Moreno

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

FILED

MAR - 3 1980

PETER McNAMEE, Clerk

By Vickie Musabrow Deputy

The term of the SUBGRANT shall begin on January 15, 1980

The term of the SUBGRANT shall end on January 14, 1981

The total amount of the SUBGRANT is $58,306

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Forrest L Honnold	By Signature: Twyla J Thompson
Name and Title: FORREST L HONNOLD	Date: FEB 22 1980
Name and Title: Twyla J. Thompson, Chairman Yolo County Board of Supervisors	Date: FEB 13 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of January, 1980, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Yolo County Superintendent of Schools hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Yolo County Superintendent of Schools is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Program Narrative

(g) Operating Budget

(h) Enrollment and Termination Plan

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin January 15, 1980, and shall end January 14, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 58,306, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

//////

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUB-GRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 80-76.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

X Twyla J Thompson
(Signature of Authorized Officer)

Twyla J. Thompson, Chairman
Yolo County Board of Supervisors
(Title of Authorized Officer)

Yolo County Superintendent of Schools
(Legal Name of SUBGRANTEE)

Forrest L Honnold
(Signature of Authorized Officer)

FEB 22 1980
(Date)

ASST. SUPT., PROJ. ADMIN.
(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

YOLO CO. OFFICE OF EDUCATION

Name of Subgrantee

Forrest L Honnold

Authorized Signature

FEB. 22 1980

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Yolo County Superintendent of Schools
(Legal Name of SUBGRANTEE)

FEB 22 1980
(Date)

Forrest L Hounsell
(Signature of Authorized Officer)

ASST. SUPT. PROJECT ADMINISTRATION
(Title of Authorized Officer)

DISPLACED HOMEMAKERS

Program Narrative

An innovative program design has been created to assist women who are in the position of having to support themselves and their families, and lack the resources to do so effectively and successfully. It is the intent of this specific approach to provide a framework of activities and services designed to insure the successful transition of displaced women from home to work through a creative, constructive and meaningful process designed to produce long-term rather than temporary benefits to participants.

The program design has been totally integrated into the Prime Sponsor's overall structure of employment and training programs for Yolo County. The displaced homemaker's project will be incorporated within the existing comprehensive manpower service delivery system of Project M.O.V.E., in order to insure the maximum use of other C.E T.A. funds. These include Tittle II-B and Vocational Education. How these funds will be utilized in relation to the implementation of this project, will be described in the ensuing section. While M.O.V.E. has served a number of displaced homemakers through it's regular delivery system, the design of the Displaced Homemaker's program expands the current program to test a series of intensive

indepth methods and procedures to more fully augment the development of self initiative, realization, and actualization relative to the attainment of personal, training, and employment goals. The innovative aspects of this program design are;

1) A coordinated system of recruitment, referral, and follow-ups.
2) A method for assessing "Commitment readiness".
3) A comprehensive plan for artificial barrier elimination or reduction, and employment readiness.
4) An integrated system of peer support and counseling on both an individual and group basis.

A. Plan of Action

The flow chart on the following page depicts the overview of program activities to be implemented throughout the duration of the project. Each portion of the flow chart will be fully described in the following subsections.

1. Selection of Participants

The first step of the selection process is the sucessfull implementation of a well coordinated recruitment procedure. While the M.O.V.E. Outreach Worker will assist in county-wide recruitment for displaced homemakers via the news media outreach to the rural areas (door to door contacts)

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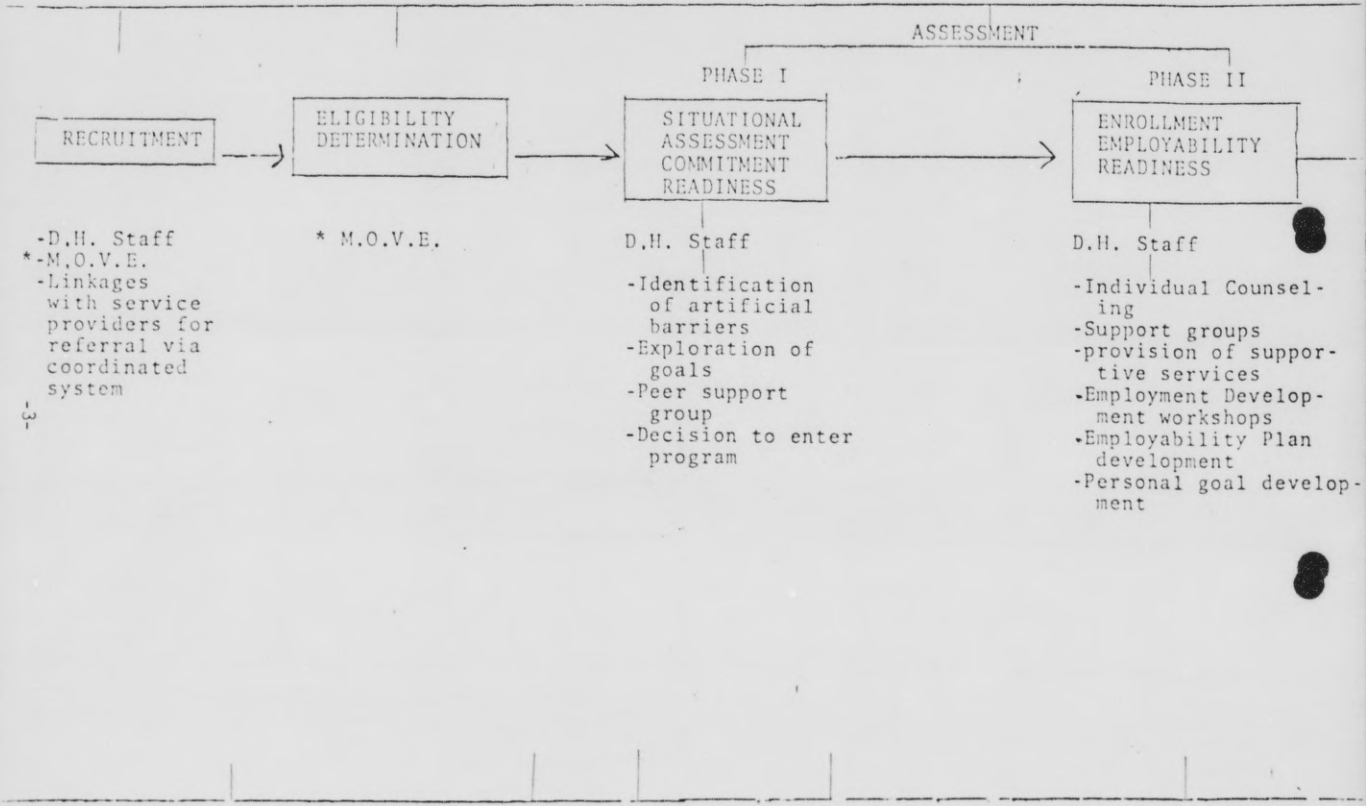
ACTIVITIES



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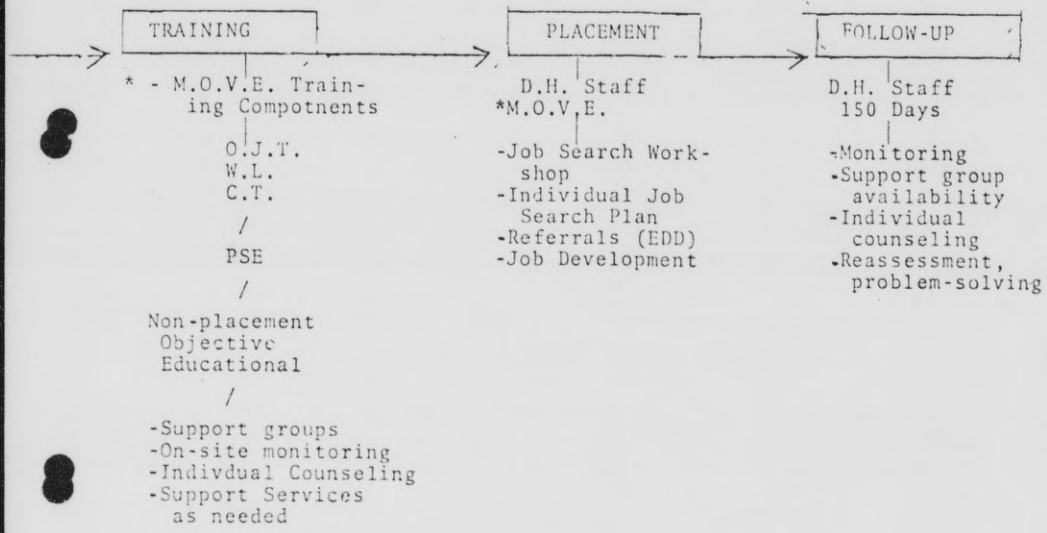
Demonstrates the integration of Title II-B and Vocational Education Funds with Title III Funds.

ACED HOMEMAKERS

NP SERVICES



AVAILABILITY

and general dissemination of information, the Displaced Homemaker staff will be responsible for maintaining a network of weekly contacts with specific agencies that have been identified as serving large numbers of displaced homemakers.

For the purpose of demonstrating concern and support, the Displaced Homemaker staff will be available, on call, to go to the sister agency identifying a potential referral, and meet the woman for the first time in the presence of the original service worker. At this time an appointment will be set for the first assessment interview with the Displaced Homemaker staff member. (The inclusion of this procedure is to alleviate the possibility of several pitfalls in the referral process.) Frequently, service workers will refer clients to community resources. Many times, the client fails to follow through on the referral. Due to large caseloads, workers often lack the time to follow-up on the referral and why the client failed to make the appropriate contact.

The reasons why the client fails to make the contact varies, but there is much experience to indicate that it is often a lack of initiative due to non-assertiveness, lack of faith in "the system", and disbelief that there is anyone out there who can really help. The availability of Displaced Homemaker staff at this crucial recruitment phase may be the

ingredient to serve as a catalyst to encourage the client to move in a positive direction.

When the potential applicant arrives at Project M.O.V.E. the Displaced Homemaker Counselor will introduce the person to the M.O.V.E. Intake Worker for eligibility determination. Project M.O.V.E., through a coordinated intake system, provides eligibility determination for all Yolo County C.E.T.A. programs.

During the recruitment and selection process, priority will be given to women demonstrating the most needs. Those needs include:

1) Age (women near or over 40)
2) No high school diploma
3) Little or no work experience
4) AFDC recipient
5) Number of dependents

2. Assessment of Participants

a. Phase I

Once eligibility has been determined, the woman enters the initial phase of the Displaced Homemaker Program. This phase includes situational assessment and commitment readiness. During the situational assessment process, the Counselor will examine the individual's:

1) Personal and Family History
2) Financial History and Current Situation
3) Work History

4) Educational Background

5) Training

6) Occupational Skills

7) Mental and Emotional Make-up

8) Communication Skills

9) Self-awareness

10) Goal Orientation

11) Attitudes

12) Knowledge of Resources

13) Interest, Abilities and Self-Esteem (through initial testing).

Through intensive examination during the situational assessment, the individual's barriers to personal growth and employment begin to surface and are identified. With the assistance of the Counselor, each barrier is closely examined, and alternatives for elimination are explored. The result of this process is two-fold. The Counselor develops an awareness of the person's overall employment potential, and the client begins to develop a sense of commitment and desire to take control of one's own life. Although testing will be one aspect of the evaluation, it will not be used as a screening device. Test results provide additional information and input regarding the interests and abilities of the client, and will serve as a tool in attaining a more indepth assessment.

This initial phase of assessment and commitment readiness will be accomplished through individual counseling sessions and participation in peer counseling and support groups. These groups will be available three (3) times a week for applicants to attend while exploring their readiness to commit themselves to a specific occupational or career goal. The intent of the peer group support is to help resolve any current personal crisis, facilitate more indepth self-exploration, and develop a belief in one's own capabilities for problem-solving. Once the applicant and the Counselor agree on a firm commitment, the person is enrolled as a services participant to begin Phase II.

b. Phase II - Employability Readiness

The employability readiness phase of the Displaced Homemaker Program is the implementation of a comprehensive plan designed to assist participants through:

1) The full range of supportive services
2) Individual Counseling Session
3) Peer Support Groups
4) Employability Development Workshops
5) The Development of Employability Plan

The overall goal of this Phase is to provide a structure to facilitate total self-development in preparation for entry into the world of work. The skills and techniques acquired

during this program can be utilized throughout the participant's life. It is anticipated that the client will remain in this phase of the program for approximately 4-8 weeks, depending on individual needs and progress.

The Displaced Homemaker staff will work with each program participant to provide the full range of supportive services through the mobilization of total community resources. The needs will have been identified during the situational assessment and a plan developed. The realization of this plan will be actualized during Phase II. Participants will also be reimbursed for child care and transportation during this phase of program activity as well as during the vocational skills training.

Support groups will be operating on a continuous basis (3 times a week) throughout this phase also. The groups, as well as individual counseling sessions, will provide the encouragement, direction and affirmation necessary to facilitate progress toward elimination of employment barriers.

To maximize the growth and development process, a comprehensive series of workshops will be presented to all program participants. The workshops will be held 3 hours daily for a period of four weeks. Participants will receive an hourly stipend of $3.10 for each hour of attendance.

The workshop curriculum will include the following topics:

1) Values Clarification

*2) Vocational Evaluation

3) Decision-Making

4) Goal Development by Successive Approximation

5) Self-Esteem Building

6) Assertiveness Training

7) Communication Skills

8) World of Work Orientation

9) Career Exploration

10) Employability Plan Development

11) Personal Plan Development

*If deemed necessary, participants will attend M.O.V.E.'s Vocational Evaluation Center for an indepth evaluation of aptitudes, skills, abilities, work habits and attitudes. This Evaluation Center includes actual work samples and evaluation by credentialed personnel.

The content of the workshops is designed to culminate in the development of the participant's employability and training plan. An additional goal will be the formulation of an individualized plan for personal goal development. Both of these plans will be monitored and evaluated for progress throughout the term of the program. The personal goal development plan will allow the staff to more accurately measure and evaluate the attitudinal and affective change brought about by program participation. It is hypothesized that this type of change will have a long term effect on the client's ability to function successfully and effectively in all areas of life, including the present day labor market.

3. Counseling

The counseling component within the program is organized on two levels - individual and group. The counseling activity is an integral part of the total assessment process which in on-going from recruitment to placement and follow-ups. Individual and group counseling sessions will be held on a continuous basis throughout the program. Individual sessions will be held on an "as needed" basis, and groups will be held three times a week.

The support groups, although facilitated by a trained counselor, will also provide peer counseling for program participants. Inherent in the dynamics of the group process, is the ability of group members to help one another. The purpose of the group is to establish the type of on-going supportive environment so vital in facilitating the development of self-motivation, enhancement of self-concept, and the formation of personal and career goals. The support group has been incorporated within the program design to provide the backbone for the total program in an effort to maximize and insure successful program completion.

4. Classroom Training or Education

The development of the employability plan during Phase II will be done on an individualized basis. In developing the plan, the various training opportunities and alternative through Project M.O.V.E. will be presented to each participant. The

selection of the training options will be based on 1) the need of the client" 2) the occupational goal and, 3) the availability of the training.

In all instances, during the goal selection process, a career ladder will be shown to participants in a chosen area of interest to demonstrate the opportunities for upward mobility in that field. Utilizing this educational process clients will be prepared to develop their own long term goals for creating new opportunities, and seeking advancement.

For the classroom training option, participants will have a selection of individual training referrals in addition to the entry level clerical training program operated by Project M.O.V.E. The tuition of individual referrals and the clerical program is operated with State Vocational Education funds. The allowances are covered by C.E.T.A. II B funds. In addition to the vocational skills training, participants desiring and in need of GED preparation, high school completion or remedial education, will have this included in their comprehensive training plan.

5. On-the-Job Training

Participants who seek and desire to work in a non-traditional occupation, or a job for which on-the-job training world be appropriate, will be placed with Project M.O.V.E.'s O.J.T. Job Developers. The Job Developer, in coordination with the Displaced Homeworker staff, will contact employers to identify

a quality training site that will be of maximum benefit and opportunity to the client in the field of their choice. The funds for O.J.T. reimbursement are under C.E.T.A. Title II-B.

6. Other Activities

Project M.O.V.E. operates a program entitled Work-Learn that will be another training alternative for the displaced homemakers. Part-time classroom training and part-time work experience, this program offers participants the opportunity for flexible working arrangements due to family obligations or other personal reasons. The program is run in conjunction with M.O.V.E.'s Classroom Training Component.

7. Job Placement and Follow-ups

Job placement and follow-up will be a coordinated function of each training component and the Displaced Homemaker staff. For O.J.T. participants the goal will be to transition the client into a permament unsubsidized position.

All other participants will participate in M.O.V.E.'s Job Search Workshop. This workshop is five days of intensive training in job seeking skills, utilizing a telephone technique of identifying open positions and securing interviews. Further assistance will be provided to develop an individual job search plan. If it is determined that the client needs specific assistance, job development efforts will be conducted on their behalf. There will be continuous efforts by the staff to locate

promote, and expand career opportunities in the total labor market of Yolo County.

Once the participant has acquired permanent employment, monitoring and follow-up will be continued on a regular basis for 150 days. In addition to the above, the peer support groups will continue to meet weekly to provide guidance and support throughout this important adjustment period.

Should the placement not be a successful venture, the client will return to the program for further assessment, re-evaluation of barriers, and additional problem solving.

8. Supportive Services

a) As previously mentioned, the provision of the full range of supportive services will be a major aspect of the total program. Participants will receive child care and transportation allowances during participation in program activities. They will be assisted in obtaining medical and health care, legal aide, housing and other basic survival needs.

b) One of the primary goals of the program is to provide expanded training and employment opportunities for this target group. The content of the workshops curriculum have been developed to provide the participants with the skills and knowledge essential for obtaining training and employment opportunities. All aspects of this plan are incorporated and integrated in the implementation of each program service and activity.

At the same time, public relation efforts with local institutions, employers and trade unions will be made to advocate the hiring of this target population.

c) The staff selected to operate the Displaced Homemakers Project will be a fully trained, Credentialed Vocational Counselor and a part-time Employment Counselor. Every effort will be made to hire the Employment Counselor from the Displaced Homemaker population. The staff will receive additional inservice training by the sponsoring agency. This training will include the following topics:

1) Eligibility
2) Assessment
3) Developing Linkages
4) Motivation
5) Alcohol and Drug Abuse
6) Assisting AFDC Recipients
7) Assisting the Handicapped

ENROLLMENT AND TERMINATION P[redacted]

Monthly Schedule

Title III

Program: Displaced Homemakers	[X] Original	[ ] Revision #
Fiscal Year: 1980	Date 1/29/80	Annual Plan Mod. #

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments					10	10	20	20	30	40	40	40
B. Total Enrollments by Month.....					10	0	10	0	10	10		
1. New Enrollment.....					0		10		10	10		
2. Title and Subpart Transfers....					10							
3. Carried Over Last Year.....												
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations					0	3	3	10	17	17	30	33
D. Total Terminations by Month.....					0	3	0	7	7	0	13	3
1. Entering Employment.....												
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....												
d. Indirect (Other).....											7	3
2. Title and Subpart Transfers.*..								3	3	0	2	0
3. Additional Positive.....						2	0	3	3	0	2	0
a. School.....						2	0	3	3	0	2	0
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....						1	0	1	1	0	2	0
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)					10	7	17	10	13	23	10	7

* The title and subpart transfers represent enrollments into PSE with no further involvement in services funded under the Displaced Homemakers Program.

[redacted] ENROLLMENT AND TERMINATION PL[redacted]

Monthly Schedule

Title III

Program: Displaced Homemakers	[X] Original	[ ] Revision #
Fiscal Year: 1980 (Cont'd From FY80)	Date 1/29/80	Annual Plan Mod. #

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	40	40	40	40								
B. Total Enrollments by Month.....												
1. New Enrollment.....												
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....												
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations	36	36	36	40								
D. Total Terminations by Month.....	3	0	0	4								
1. Entering Employment.....												
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....	3	0	0	4								
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....												
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....												
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)	4	4	4	0								

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title III

Program: Displaced Homemakers	[X] Original	[ ] Revision #
Fiscal Year: 1980	Date: 1/29/80	Annual Plan Mod. #

ENROLLMENTS AND TERMINATIONS	%	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
I. Total Cumulative Enrollments						10	10	20	20	30	40	40	40
II. Significant Segment Enrollment - Cumulative	100%												
A. Male	0												
B. Female	100					10	10	20	20	30	40	40	40
C. 19 and Under	0												
D. 20 - 21	0												
E. 22 - 44	67					7	7	13	13	20	27	27	27
F. 45 - 54	28					3	3	6	6	8	11	11	11
G. 55 and Over	5					0	0	1	1	2	2	2	2
H. White-not Hispanic	50					5	5	10	10	15	20	20	20
I. Black-not Hispanic	7					1	1	1	1	2	3	3	3
J. Hispanic	36					4	4	7	7	11	15	15	15
K. American Indian	4					0	0	1	1	1	1	1	1
L. Asian-Pacific Islander	3					0	0	1	1	1	1	1	1
III. Target Groups													
A. Displaced Homemakers	100					10	10	20	20	30	40	40	40
B.													
C.													
D.													
E.													
F.													
G.													
H.													
I.													
J.													
K.													
L.													

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title III

Program: Displaced Homemakers	[X] Original	[ ] Revision #
Fiscal Year: 1980 (Cont'd From FY80)	Date: 1/29/80	Annual Plan Mod. #

ENROLLMENTS AND TERMINATIONS	%	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
I. Total Cumulative Enrollments		40	40	40	40								
II. Significant Segment Enrollment - Cumulative	100%												
A. Male	0												
B. Female	100	40											
C. 19 and Under	0												
D. 20 - 21	0												
E. 22 - 44	67	27											
F. 45 - 54	28	11											
G. 55 and Over	5	2											
H. White-not Hispanic	50	20											
I. Black-not Hispanic	7	3											
J. Hispanic	36	15											
K. American Indian	4	1											
L. Asian-Pacific Islander	3	1											
III. Target Groups													
A. Displaced Homemakers	100	40											
B.													
C.													
D.													
E.													
F.													
G.													
H.													
I.													
J.													
K.													
L.													

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 [redacted] Street, Woodland, California [redacted] 95695

CETA OPERATING BUDGET

TITLE: III

CONTRACT NO.

[X] ORGINAL [ ] REVISION NO.

DATE 1-24-80

Subgrantee Name and Address:
Yolo County Superintendent of Schools
313 Fourth Street
Woodland, CA 95695

Contact Person: Jess Moreno
Phone 666-0925
Period: From 1-15-80 To 1-14-81
Program Name: Displaced Homemakers

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.					0				0
NOV.					0				0
DEC.					0				0
JAN.					0				0
FEB.					5,828				5,828
MAR.					8,013				8,013
APR.					6,413				6,413
MAY					4,228				4,228
JUNE					6,004				6,004
JULY					4,821				4,821
AUG.					4,819				4,819
SEPT.					3,636				3,636
TOTAL									

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.		0		0	0	0		0
NOV.		0		0	0	0		0
DEC.		0		0	0	0		0
JAN.		0		0	0	0		0
FEB.		581		11	1,699	3,537		5,828
MAR.		1,744		33	2,699	3,537		8,013
APR.		1,744		33	2,699	1,937		6,413
MAY		581		11	1,699	1,937		4,228
JUNE		2,325		43	1,699	1,937		6,004
JULY		1,163		22	1,699	1,937		4,821
AUG.		1,162		21	1,699	1,937		4,819
SEPT.		0		0	1,699	1,937		3,636
TOTAL								

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FORREST L HONNOLD
ASST. SUPT. PROJ. ADMIN.
Name and Title of Authorized Official

Forrest L Honnold
Signature

For CETA Approval Only:

Fiscal Officer — Date 2-4-80

CETA Director — Date 2-6-80

YC 106 (10-79)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: III

CONTRACT NO.

[X] ORGINAL [ ] REVISION NO. DATE 1-24-80

Subgrantee Name and Address:
Yolo County Superintendent of Schools
313 Fourth Street
Woodland, CA 95695

Contact Person: Jess Moreno
Phone 666-0925
Period: From 1-15-80 To 1-14-81
Program Name: Displaced Homemakers

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.					3,636				3,636
NOV.					3,636				3,636
DEC.					3,636				3,636
JAN.					3,636				3,636
FEB.									
MAR.									
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL					58,306				58,306

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.		0		0	1,699	1,937		3,636
NOV.		0		0	1,699	1,937		3,636
DEC.		0		0	1,699	1,937		3,636
JAN.		0		0	1,699	1,937		3,636
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL		9,300		174	22,388	26,444		58,306

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FORREST L. HONNOLD
Name and Title of Authorized Official

Forrest L Honnold
Signature

For CETA Approval Only:

Jess R. Moreno — 2-4-80
Fiscal Officer — Date

Samuel [illegible] — 2-4-80
CETA Director — Date

YC 106 (10-79)

OPERATING BUDGET - Displaced Homemakers

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Superintendent of Schools

313 Fourth Street

Woodland, CA 95695

CLASSROOM TRAINING	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES	9,300				
Basic	9,300				
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS	174				
Workers' Compensation Insurance	174				
TRAINING	22,388				
Staff Salaries	15,216				
Staff Fringe Benefits	2,988				
Staff Travel	2,184				
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids	2,000				
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES	26,444				
Staff Salaries	7,608				
Staff Fringe Benefits	1,494				
Staff Travel	1,092				
Special Program Technical Assistance					
Space Cost	6,000				
Supplies	600				
Telephone	1,100				
Transportation	2,350				
Child Care	3,000				
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment	3,200				
Unclassified Services Cost					
TOTAL - CLASSROOM TRAINING	58,306				

CLASSROOM TRAINING

OPERATING BUDGET - Displaced Homemakers

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Superintendent of Schools
313 Fourth Street
Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
581	1,744	1,744	581	2,325	1,163	1,162	
581	1,744	1,744	581	2,325	1,163	1,162	
11	33	33	11	43	22	21	
11	33	33	11	43	22	21	
1,699	2,699	2,699	1,699	1,699	1,699	1,699	1,699
1,268	1,268	1,268	1,268	1,268	1,268	1,268	1,268
249	249	249	249	249	249	249	249
182	182	182	182	182	182	182	182
	1,000	1,000					
3,537	3,537	1,937	1,937	1,937	1,937	1,937	1,937
634	634	634	634	634	634	634	634
124	124	124	124	124	124	124	124
91	91	91	91	91	91	91	91
500	500	500	500	500	500	500	500
50	50	50	50	50	50	50	50
92	92	92	92	92	92	92	92
196	196	196	196	196	196	196	196
250	250	250	250	250	250	250	250
1,600	1,600						
5,828	8,013	6,413	4,228	6,004	4,821	4,819	3,636

OPERATING BUDGET - Displaced Homemakers

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Superintendent of Schools
313 Fourth Street
Woodland, CA 95695

CLASSROOM TRAINING	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Compensation Insurance					
TRAINING					
Staff Salaries		1,699	1,699	1,699	1,699
Staff Fringe Benefits		1,268	1,268	1,268	1,268
Staff Travel		249	249	249	249
Special Program Technical Assistance		182	182	182	182
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES					
Staff Salaries		1,937	1,937	1,937	1,937
Staff Fringe Benefits		634	634	634	634
Staff Travel		124	124	124	130
Special Program Technical Assistance		91	91	91	91
Space Cost					
Supplies		500	500	500	500
Telephone		50	50	50	50
Transportation		92	92	92	88
Child Care		196	196	196	194
Medical Assistance		250	250	250	250
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
TOTAL - CLASSROOM TRAINING		3,636	3,636	3,636	3,636

YC 104b (revised 10/79)

Subgrantee's Name and Address

Yolo County Superintendent of Schools
313 Fourth Street
Woodland, CA 95695

Phone 666-0925

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDETING

Positions and Salaries Schedule

Period From 1-15-80 To 1-14-81

Contract No.

Title/Subtitle III

Displaced Homemakers

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA-TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
TNG Certificated Counselor	1,268	100	12	15,216		15,216		15,216	15,216				
Counselor	1,268	50	12	7,608		7,608		7,608				7,608	
TOTAL				22,824		22,824		22,824	15,216			7,608	

SUBGRANTEE NAME AND ADDRESS

Yolo County Superintendent of Schools
313 Fourth Street
Woodland, CA 95695

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Trave Schedule

Period From 1-15-80 To 1-14-81

Contract No.

Displaced Homemakers

[redacted]SITION OF TRAVELING STAFF	MILEAGE REIMBURSEMENT					OUT OF TOWN (ADMIN.)			TOTAL	
	MILES PER WEEK	NO. OF WKS.	COST PER MILE	TOTAL ADMIN.	TOTAL NON-ADMIN.	PROJ. NO. OF TRIPS	COST PER TRIP	TOTAL	ADMIN.	NON-ADMIN.
Certificated Counselor	210	52	.20		2,184					
Counselor	105	52	.20		1,092					
[redacted]										
TOTALS					3,276					

SUBGRANTEE NAME AND ADDRESS

Yolo County Superintendent of Schools
313 Fourth Street
Woodland, CA 95695

CETA - - OPERATING BUDGET

PARTICIPANTS PAYMENT SCHEDULE

PERIOD FROM 1-15-80 TO 1-14-81

CONTRACT NO.

Displaced Homemakers

__ YCCIP (WORK EXPERIENCE)
__ YETP (TRAINING)

TRAINING CLASSIFICATION	TOTAL PARTIC.	HRS. PER WEEK	NO. OF WEEKS	TOTAL HOURS	RATE PER HOUR	TOTAL AMOUNT	FEDERAL SHARE
February 25 through March 21	10	21	4	840	3.10	2,604	
April 14 through May 9	10	21	4	840	3.10	2,604	
June 2 through June 27	10	21	4	840	3.10	2,604	
July 21 through August 15	10	21	4	840	3.10	2,604	
SUB-TOTAL				3,360		10,416	
TURNOVER/ABSENTEEISM % 10.7				360		1,116	
TOTAL				3,000		9,300	

SUBGRANTEE NAME AND ADDRESS

Yolo County Superintendent of Schools
313 Fourth Street
Woodland, CA 95695
PHONE 666-0925

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRAION
CETA OPERATING BUDGET
Equipment Schedule
Period From 1-15-80 To 1-14-81

Contract No. _____
Displaced Homemakers

OFFICE FURNITURE AND FIXTURES

QTY.	DESCRIPTION	USAGE	UNIT COST	TOTAL
[redacted]	Furniture, tables, chalkboard, desk, etc.	Staff and participants		3,200
	TOTAL			3,200

BR

MODIFICATION

EDD Reg # 7904483 Amend 2

AGREEMENT NO 80-77 AM #2

RECEIVED MAR 1 1 1980

REQUEST FOR MODIFICATION TO AGREEMENT # _____ REQUEST DATE 1-22-80

State CETA - Department of Mental Health

CETA TITLE: VI-Projects CORRESPONDS TO ANNUAL PLAN MOD # _____

PROGRAM NAME: Services to Rural & Migrant Farmworkers

Changes herein will have the following effect on federal government funds in this contract:

[ ] Unchanged [X] Increased by $ 3,030 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To increase contract because position was filled that was deleted by Mod 001

FILED

MAR 11 1980

PETER McNAMEE, Clerk

By Rebecca Wigglesworth
Deputy

MODIFICATION

1. Revised operating budget.
2. Revised position listing.

L. L. Jimenez
Mgr., Grants Sec.
State CETA Office

$16,531
New grant total and fixed price

Signature of program operator

MAR 5 1980
Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC N/A [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

[ ] Request for modificaiton denied

[X] Request for modificaiton approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Linda A. Thompson FEB 13 1980
Signature of Authorized Officer Date

12-1-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 Fi[illegible] Street, Woodland, California [illegible]695

CETA OPERATING BUDGET

TITLE: VI-Projects

CONTRACT NO. 79-34

[ ] ORGINAL [ ] REVISION NO. _____

DATE 1-22-80

Subgrantee Name and Address:

State CETA Department of Mental Health
711 "N" Street
Sacramento, CA 95814

Contact Person: Cynde Jackson
Phone 322-8982
Period: From 12-1-79 To 2-29-80
Program Name: Services to Migrant & Rural Farmworkers

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						11,362			11,362
NOV.									
DEC.						1,723			1,723
JAN.						1,723			1,723
FEB.						1,723			1,723
MAR.									
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL						16,531			16,531

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.	From 3/1/79	To 11/30/79	10,164	1,198				11,362
NOV.								
DEC.			1,535	188				1,723
JAN.			1,535	188				1,723
FEB.			1,535	188				1,723
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			14,769	1,762				16,531

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

L. I. Jimenez
Mgr., Grants Sec.
State CETA Office
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 2-5-80

CETA Director — Date 2-6-80

POSITION LISTING
TITLE VI-Projects

State CETA Department of Mental Health/Services to Migrant & Rural Farmworkers

POSITION		SALARY 12-1-79 to 2-29-80	BENEFITS	TOTAL
1	Assistant Clerk (636/77)	$ 1,908	$ 231	$ 2,139
1	Research Technician (899/111)	2,697	333	3,030
2				
From March 1, 1979 to November 30, 1979		10,164	1,198	11,362
		$14,769	$1,762	$16,531

BOARD OF SUPERVISORS
Yolo County, California

DATE: FEBRUARY 12, 1980
ENTRY: 5

TO: Public Works
Auditor
Co. Counsel

FILE: PAR-18
Museum, County - From 1979.

AGREEMENT No. 80-78

Amended by MO 80-167, #1
Agreement 80-78 rescinded by MO 80-167, #2
See agreement no. 80-145

Entry #4 Minute Order No. 80-93: A verbal request by the County Librarian to implement Passive Solar Alternatives-the use of windows and fans-to the current air conditioning system of the Davis Branch Library was referred to the County Administrative Officer. The Board requested a report and recommendations be presented on February 26, 1980 covering the following:

1- Location of an entity to review the request.
2- Cost Analysis.
3- Operation of the system.
4- Preparation of a time table for completion of the project.

MOTION: Black. SECOND: Marchand. AYES: Black, DeMars, Marchand, Edmonds, Thompson.

Entry #5 Minute Order No. 80-94: Accepted the low bid of RAM Constructors, including the alternates, for a total amount of $86,267.00, for the Yolo County Museum (Gibson House) restoration project. The Chairman of the Board of Supervisors was authorized to sign Agreement No. 80-78 when it is presented for signature.

MOTION: Marchand. SECOND: Edmonds. AYES: Black, DeMars, Marchand, Edmonds, Thompson.

FILED

FEB 21 1980

PETER McNAMEE, Clerk
By Jan Orser
DEPUTY

AGREEMENT NO. 80-79

(Occupational Therapy Agreement)

THIS AGREEMENT, made and entered into this 19th day of February, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and ELIZABETH R. RENKIN, 1117 Fordham Drive, Davis, California, 95616, hereinafter called THERAPIST,

W I T N E S S E T H:

RECITALS:

1. COUNTY provides outpatient and inpatient medical care through Yolo General Hospital, hereinafter referred to as HOSPITAL.

2. HOSPITAL has heretofore contracted with a part time occupational therapist consultant to provide consultative therapy services in connection with its HOSPITAL distinct part Long-Term care activities.

3. HOSPITAL desires a further provision of rehabilitative therapy services of the type THERAPIST is qualified and willing to render in connection with its distinct part Extended Care activities.

4. COUNTY and THERAPIST, therefore, wish to enter into an agreement for the provision of the services hereinafter recited under the terms and conditions hereinafter set forth. THERAPIST acknowledges that the hereinabove recited recitations were the motivating objects of COUNTY in entering into this Agreement.

AGREEMENTS: COUNTY, in consideration of THERAPIST's promises contained in hereinafter recited agreements, and THERAPIST, in consideration of COUNTY's promises contained in hereinafter recited agreements, agree:

1. THERAPIST's SERVICE OBLIGATIONS:

   A. To provide occupational therapy services under the direction of the Hospital Medical Staff for the occupational rehabilitation of patients at HOSPITAL.

   B. To prepare occupational therapy plans on each patient.

   C. To maintain a written record of the therapy provided to and progress

attained by each patient.

D. In the discharge of all duties and responsibilities listed above, THERAPIST shall perform services Monday through Friday, at times to be determined by agreement between THERAPIST and HOSPITAL's Administrator.

E. To assist HOSPITAL in implementing and complying with applicable Joint Commission on Accreditation of Hospitals standards and State of California licensing requirements.

2. HOSPITAL's SERVICE OBLIGATIONS:

A. To provide all office space, equipment, and supplies necessary in the judgment of HOSPITAL's Administrator for the provision of the hereon contemplated services.

3. COUNTY's DESIGNATED REPRESENTATIVES: will be the HOSPITAL Deputy Director HSA - Hospital, herein referred to as Administrator.

4. ASSIGNMENT/SUB-CONTRACTING: THERAPIST may not assign or sub-contract either the rights or responsibilities herein devolved or created.

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that THERAPIST is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. THERAPIST shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and social security. THERAPIST agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State governments as a result of this contract. COUNTY shall not have nor exercise any control or direction over the methods by which THERAPIST shall perform her work and functions except that THERAPIST does by this agreement agree to perform her work and functions at all times in strict accordance with currently approved methods and practices in her professional specialty; and that said performance is a condition precedent and subsequent to COUNTY's obligations hereunder.

6. PAYMENT:

A. COUNTY shall pay THERAPIST ELEVEN ($11) DOLLARS per hour for

Occupational Therapy consultative services rendered in connection with HOSPITAL's distinct part Long-Term Care activities.

B. COUNTY shall pay THERAPIST at the rate of 60% of the gross billings generated by her activities each month for Occupational Therapy Rehabilitative Services rendered in connection with Hospital's distinct part Extended Care.

C. Payment shall be paid by COUNTY to THERAPIST monthly upon submission of a claim, in form prescribed by COUNTY, to HOSPITAL.

D. COUNTY's excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition or any other condition precedent or subsequent as to future circumstances.

7. AMENDMENTS: Except as provided herein, the body of this agreement, together with any exhibits attached hereto, fully expresses all understandings of parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

8. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same postmarked and registered in the United States mail, postage prepaid and addressed to THERAPIST or COUNTY's herein designated representative, as applicable, at each's last known address.

9. TERM: This agreement shall commence on February 20, 1980, and remain on a continuing basis, unless terminated by either THERAPIST or COUNTY's herein designated representative upon thirty (30) day's written notice to the other of intention to terminate, so long as THERAPIST maintains active registration status with the American Occupational Therapy Association, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

Temple J. Thompson
CHAIRPERSON OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
PETER MC NAMEE, CLERK
By Jan Orser
(Deputy)

Elizabeth R. Renkin
ELIZABETH R. RENKIN

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
Elizabeth R. Hatch
DEPUTY COUNTY COUNSEL

STANDARD AGREEMENT — STATE OF CALIFORNIA
STD. 2- REV. 2/75

APPROVED BY THE ATTORNEY GENERAL

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER
☐ CONTROLLER

Yolo County Agreement No. 80-81

THIS AGREEMENT, made and entered into this 1st day of July, 1979, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Chief, Staff Services Br.	Department of Social Services	19410

hereafter called the State, and

Yolo County

hereafter called the Contractor

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

The Department of Social Services hereinafter referred to as DSS and the County of Yolo, hereinafter referred to as County, enter into this Agreement, pursuant to Section 1511 of the Health and Safety Code for the purpose of establishing the county as the entity responsible for performing licensing functions for DSS with respect to specified types of community care facilities which are located within the geographical area of the county.

1. The County shall:

A. Perform the mandatory minimum licensing functions described in Attch. 1, which is attached hereto and incorporated in this contract as though it were fully set forth herein, for all community care facilities within geographic area of the counties which are subject to licensing under DSS regulations relating to the following community care facility categories.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Social Services	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Yolo County
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE): Douglas A. Dungan
TITLE	TITLE: Chairman, Board of Supervisors
(CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS: P. O. Box 1098, Woodland, CA 95695

Department of General Services Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION		FUND	
$73,101.00				
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$				
ADJ. INCREASING ENCUMBRANCE	FUNCTION			
$				
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
$				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. — T.B.A. NO. — B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER — DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY — DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

	FIS CODE
Foster Family Home	711
Small Family Home Adults	715
Large Family Home Children	720
Large Family Home Adults	725
Family Day Care	810

B. Implement, enforce, and comply with all laws, rules, regulations, standards, and policies of DSS pertaining to the licensing of the categories of facilities specified in paragraph IA.

C. Implement and comply with all procedures established by DSS including, but not limited to, procedures relating to the use of specified forms, procedures relating to the reporting of licensing statistics or information and procedures directed toward correcting deficiencies in the county's compliance with the duties described in paragraphs IA and IB.

D. Furnish the necessary accommodations, materials and equipment to perform the duties described in paragraphs IA, IB and IC.

E. Employ and train staff of adequate number and qualifications to perform the duties described in paragraphs IA, IB and IC.

F. Permit DSS to inspect, review or otherwise monitor all activities procedures, records, reports or forms related to the performance of the duties described in paragraphs IA, IB and IC.

G. Communicate and cooperate with DSS District Offices, as necessary, to implement and enforce the requirements, in IA, IB, and IC above, for a licensee who operates separate state-licensed and county-licensed facilities and/or a licensee, currently licensed by the County, who is applying for a state-licensed facility category. Communication includes, but is not limited to, consultation with DSS staff and DSS access to County licensing records.

II. DSS shall:

A. Provide to the county copies of all regulations, policies, procedures and forms related to the duties of the County described in paragraphs IA, IB and IC.

B. Assist the County in training the staff described in paragraph IE.

C. Reimburse the County for the administrative expenditures incurred in the performance of the duties described in paragraph IA. Reimbursement shall be made, in arrears, at the end of each quarter upon submission of the forms specified by DSS. For the period July 1, 1979 through June 30, 1980, the total amount payable to the county under this contract shall not exceed $73,101.00.

In executing this Agreement, the county understands that the State reimbursement is funded exclusively from funds appropriated in Item 287 of the Budget Act of 1979. No funds for reimbursement under this contract shall be derived from any other source, including funds allocated as Title XX Other Social Services.

D. Retain the right to perform any or all of the duties described in paragraph IA with respect to any community care facility in which the safety, physical or mental health, or financial security of the residents appears to be threatened. DSS will advise the county of any action taken pursuant to this paragraph.

III. General Provisions

A. This contract shall be effective July 1, 1979 and shall terminate June 30, 1980. However, should the County desire not to continue its licensing activities with respect to all or part of the community care facilities licensing categories specified in Paragraph IA for an additional year, it shall notify DSS in writing of its intent at least 90 days prior to June 30, 1979. If the County determines that it does not desire to continue its licensing activities with respect to all or part of the community care facilities licensing categories specified in Paragraph IA at any time during the last 90 days of the term of this agreement DSS, at its option, may extend the provisions of this agreement 90 days after the County notifies DSS in writing of its intention. In the event that this contract is extended pursuant to this paragraph, reimbursement of county administrative expenditures shall be limited to one three hundred and sixty-fifth (1/365) of the amount specified in paragraph IIC for each day of the extension.

B. It is mutually agreed that if the Budget Act of 1979 does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event, DSS shall have no liability to pay any funds whatsoever to the county, or to furnish any other considerations under this contract and the county shall not be obligated to perform and provisions of this Agreement.

C. In order to avoid any conflict of interest, it is mutually agreed that DSS will perform all licensing activities for any facility specified in Paragraph IA which is owned wholly or in part by the county or by:

- All employees of the county probation department.

- All county welfare department employees in units responsible for licensing of community care facilities, placement of children or adults in community care facilites, protective services to children or adults in community care facilities, or social service casework to children or adults in community care facilities.

- Any individual employees of other county departments who personally perform social services casework or placement services for children or adults in community care facilities.

- Any other county employee/licensee who will be involved in an adjudicated adverse action (suspension, revocation, or denial of licensure which will be contested), against the license of such employee/licensee.

- All elected or appointed county executives, including members of the Board of Supervisors and department heads.

- Any county employee whose status as a licensee results in a recommendation, by the county counsel, to the State Department of Social Services, that a conflict of interest may exist and whose status is found by the State Department of Social Services, Client Protection Services Branch (CPSB), to result in a conflict of interest.

Cases determined to be in conflict of interest in this Interpretation should be transferred to the appropriate District Office on the following schedule:

- All cases being transferred due to an adjudicated adverse action against a county employee should be transferred at the time a Statement of Facts is submitted to, and approved by, the Client Protection Services Branch (CPSB) of the State Department of Social Services Community Care Licensing Division. All case files should be available for transfer at that time. The CPSB consultant will take custody of the files and take responsibility for transferring them to the District Office. The county will be responsible for testifying at any subsequent hearing before the Office of Administrative Hearings and should retain duplicates of such records which will ensure their ability to provide accurate testimony.

- All conflict of interest cases, other than those involving an adjudicated adverse action, should be transferred at license renewal time. Exceptions indicating a need for earlier transfer of cases should be brought to the attention of your CPSB consultant for a case by case decision by Community Care Licensing Division headquarters staff.

D. In the event that licensing activities with respect to facilities specified in paragraph IA are transferred to the county as a result of this Agreement or to DSS as a result of a termination of this Agreement, it is mutually agreed that all records relating to the licensure of facilities subject to such transfer shall be provided to the party assuming the licensing activity. In addition, the party losing the licensing activity shall provide reasonable assistance to the party assuming the licensing activity in completing applications, investigations, and legal actions initiated prior to the transfer.

E. The reverse side of the Standard Agreement (STD. 2) is made part of this contract by reference.

F. The Fair Employment Practices/Civil Rights Addendum attached hereto as Attachment II is made a part of this contract by Reference.

G. Notwithstanding any other provision of this agreement, the parties agree that this Agreement is entered into pursuant to the authority of the California Community Care Facilities Act and specifically Health and Safety Code 1511; that the County performs its duties hereunder as an agent of the State; and that any matter involving the responsibilities of the respective parties hereto shall be determined in accordance with the provisions of said Act, where applicable.

Attachment I

COMMUNITY CARE MANDITORY PROGRAM ACTIVITIES

1. PRE-APPLICATION

1. The response to inquiries from persons desiring information about licensing.
2. The preparation, scheduling and completion of group/individual orientation meetings to discuss:
   a. The law and regulations governing the licensing of community care facilities;
   b. The application process;
   c. The roles and responsibilities of the licensing, placement and other agencies involved in licensing and operation of community care facilities; and
   d. The rights and responsibilities of the applicant.
3. The in-office screening of applicants.

2. APPLICATION

1. The provision of applications, forms, and program information to potential applicants.
2. The preparation of case files for new applicants or review of the case files of previously licensed applicants.
3. The receipt of a written application and supporting documents from applicants.
4. The receipt of verifying documents per regulations, including but not limited to:
   a. Fingerprinting clearances;
   b. Character and financial references; and
   c. Fire, medical, and sanitation clearances.
5. A site visit(s) to determine that the physical plant complies with regulations.
6. Interview(s) with the applicant to discuss:
   a. The legal requirements for licensing;
   b. The application process and required forms;
   c. The applicant's objectives, financial resources, plans for meeting regulation requirements, and suitability for licensing;
   d. The availability of community resources;

e. Suggestions of alternative strategies for meeting regulation requirements;

f. Program, management and physical plant deficiencies; and

g. Development of a plan to correct all deficiencies.

7. Communication with the applicant throughout the application process regarding the application status.

8. Evaluation of all documentation obtained to determine acceptability for licensure.

9. Issuance of a license and special permits, as necessary.

3. PERIODIC EVALUATION

1. The completion of an unannounced periodic comprehensive site inspection visit for each facility. For child day care facilities the site inspection visit shall be completed not less than once every two years. For all other facilities, the visit shall be completed (not less than) annually. The visit shall include:

   a. A determination that compliance with regulations is being maintained;

   b. The recipt of evaluations of the facility from placement workers, parents, or other parties;

   c. Consultation with the licensee regarding compliance with regulations and improvement of the facility operation;

   d. The identification of regulation deficiencies; and

   e. The development and issuance of a written corrective action plan.

2. The documentation of site inspection visits.

3. The completion of follow-up visits as necessary to evaluate implementation of the corrective action plan.

4. RENEWAL LICENSING

1. The receipt and review of the renewal application and, as appropriate, verifying documents.

2. Evaluation of all documentation obtained to determine compliance with regulations and acceptability for continued licensure.

3. Issuance of a license.

4. The termination of a license if the renewal application is not submitted by the renewal deadline.

5. INVESTIGATION OF COMPLAINTS

1. The receipt of the complaint.

2. A review of the case file to determine the facility's history of compliance with regulations.

3. Interviews with appropriate agencies or individuals to determine the facts.

4. The completion of a site inspection(s) visit within 10 days to:

   a. Verify the legitimacy of the complaint;

   b. Identify regulation deficiencies; and

   c. Notify the licensee, in writing, or verified complaint allegations and findings.

5. The development of a written corrective action plan.

6. Communication with placement agencies, parents, family, neighbors, or other parties, as well as the licensee, to notify them of the complaint or obtain substantiating evidence.

7. The documentation of all findings, identified deficiencies, corrective action plans, and evidence developed during the investigation.

8. Utilization of the above as they relate to unlicensed facilities.

6. LEGAL AND ADMINISTRATIVE REMEDIES

1. The completion of informal conferences to discuss serious problems or the lack of implementation of corrective action plans, and the intention of the licensing agency to deny (or revoke) the application (license) if deficiencies are not corrected.

2. Notification to the Department of Social Services, Client Protection Services Branch, of the intent to deny the application or to revoke the license.

3. The preparation of the request for legal action and supporting materials as required by the State Department, local district attorney or Attorney General.

4. Appearances at formal/informal hearings and all court actions regarding these matters.

5. Assessment of civil penalties against facilities as appropriate.

7. OTHER LICENSING ACTIVITIES

1. The publication and distribution of a list(s) of licensed facilities.

2. The maintenance and purging of case files which document all significant actions, findings, and communication relating to the licensing of each facility.

3. The compilation, review and reporting of licensing statistics and information.

4. The training of staff in operation of the licensing program.

5. Travel to accomplish any of the above.

6. The communication of licensing-related information to placement agencies and other appropriate public agencies and private parties, that is unrelated to a specific facility activity as referenced above.

7. The referral of questions which are not specifically related to licensing to placement agencies, and other appropriate public agencies, and private parties.

FAIR EMPLOYMENT PRACTICES/CIVIL RIGHTS ADDENDUM

Fair Employment Practices

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, physical handicap, or medical condition. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, national origin, physical handicap, or medical condition. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

Civil Rights

1. Pursuant to state and federal law, the Contractor shall provide all services, financial aid and benefits without regard to race, color, national origin, political affiliation, religion, marital status, or sex.

2. Pursuant to Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), the Contractor agrees that no otherwise qualified handicapped individual shall, solely by reason of a handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

Remedies for Willful Violation

1. The State may determine a willful violation of the Fair Employment Practices provision of this addendum to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

2. For willful violation of the Fair Employment Practices/Civil Rights provisions, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any monies due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

BK

AGREEMENT NO. 80-82

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 2782

Unit No. 3-A

THIS AGREEMENT is made and entered into on this 12TH day of FEBRUARY, 1980, by and between CARROLL E. BROCK hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2782, Unit No. 3A and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said Subdivision No. 2782, Unit No. 3A, public improvements including but not limited to street improvements consisting of concrete curbs, gutters, sidewalks, and driveway aprons, asphalt paving and base, water distribution system, waste water collection system, and on-site and off-site storm drainage facilities necessary to adequately drain said Subdivision in accordance with the standards imposed by law, all in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works, and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

   Off-site work shall specifically include improvements consisting of Linden Road and all utilities within Linden Road from the connection with the existing improvements adjacent to the North boundary of said subdivision to the intersection with Jefferson Boulevard and the frontage improvements along Jefferson Boulevard and Blacker Road.

2. That the Subdivider shall obtain and file with the County good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 5, Division 2, Title 7 of the California Government Code. The amount of such "Improvement Securities" shall be as follows:

   (1) Not less than one hundred (100%) percent of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee faithful performance.

(2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee payments to contractors, laborers, and materialmen.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit $21,427.00 for said purpose.

5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2782, Unit No. 3A.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $500,000 in respect to personal injuries and/or death of any one person, $1,000,000 in respect to personal injuries or death for any one occurrence and $500,000 in respect to property damage in any one occurrence.

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

8. That the completion of the development of said Subdivision No. 2782, Unit No. 3-A shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

9. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

10. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this Agreement or amendments thereto, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

12. Where required pursuant to the provision of Section 66496 of the California Government Code the Subdivider shall furnish the County a bond or cash deposit in the amount of $1,250.00 guaranteeing payment of the cost of setting monuments of survey.

13. It is mutally understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five-hundred dollars ($500.00) whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the providisons of Paragraph 9 of this Agreement.

14. Any extension of time hereunder shall not operate to release the surety on the Improvement Securities filed pursuant to this Agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

15. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29 (a) of the Rules for the Superior Court, State of California.

16. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, and administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein,

COUNTY OF YOLO

By Temple J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBDIVIDER

By Paul A. Jones

By _____

(Seal)

ATTEST:

PETER McNAMEE, Clerk

By _____ Deputy

Recommended for Approval to the Board of Supervisors of the County of Yolo

_____
Director of Public Works

APPROVED AS TO FORM:

_____ SEN. DEP
County Counsel

Date: 2/22/80

STATE OF CALIFORNIA
COUNTY OF Sacramento } SS

ON February 12, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carroll E. Brock known to me to be the Vice President, ~~Secretary~~ of the Corporation that executed the within instrument and the officers who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-laws or a Resolution of its Board of Directors.

CONSTANCE S. COLE
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires July 23, 1981

Notary's Signature Constance S. Cole

CORPORATION ACKNOWLEDGMENT
Form No. 14

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY

Yolo County Agreement No. 80-83

P.C. 811

CLEARED
CONTRACTS
DIST. 5-1 5-80

THIS AGREEMENT, made and entered into this 1st day of March, 1980, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	Employment Development Department California State Office of Economic Opp.	8350-2575 AH1

hereinafter called the State or CSOEO, and

Yolo County Economic Opportunity Commission

hereinafter called the Contractor.

WITNESSETH: That the Contractor, for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, attach hereto and incorporate herein by reference, if necessary, and state time for performance or completion and attach plans and specifications, if any.)

CONTRACTOR'S COPY

AMENDMENT NO. 1

That agreement entered into on December 1, 1979 for an Energy Crisis Assistance Program (ECAP) is hereby amended as follows:

1. Article 8, Page 3, add: "However, Contractor shall not obligate funds to eligible households after June 30, 1980. 'Obligation' shall mean certification for assistance by the Contractor of specific eligible households."

2. The budget amount as stated in Article 9, Page 3, is changed from $ 66,729.00 to $ 91,240.00 an increase of $ 24,511.00.

MAY 13 1980
PETER McNAMEE, Clerk
By Deputy

APPROVED
Department of Finance
BUDGET DIVISION

Continued on Page 2

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

AGENCY: Employment Development Department, California State Office of Economic Opp.

BY (AUTHORIZED SIGNATURE): Michael A Vracin

TITLE: Asst Director, CSOEO

CONTRACTOR

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Economic Opportunity Commission of Yolo County, Inc.

BY (AUTHORIZED SIGNATURE): Temple J Thompson

TITLE: Chairman, Board of Supervisors

ADDRESS: Yolo County Courthouse
Woodland, California 95695

Department of General Services Use ONLY

APPROVED
MAY 7 1980
BY Cashredder
Asst Chief Counsel

AMOUNT ENCUMBERED	APPROPRIATION	FUND
$ 66,729.00	1555 UI CODE	UNEMPLOY Admin
UNENCUMBERED BALANCE	ITEM / CHAPTER	STATUTES / FISCAL YEAR
$		80
ADJ. INCREASING ENCUMBRANCE	FUNCTION
$ 24,511.00	98110-931-03900
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT
$	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.A. NO.

SIGNATURE OF ACCOUNTING OFFICER: Roseta Villanueva | DATE: 5-25-80

I hereby certify that all conditions for exemption set forth in State Administrative Manual have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY | DATE

3. Article 9.B., Page 3, add: "While energy allowances, such as payments to SSI or AFDC recipients under the HEW Energy Assistance Program, received by a household shall not be considered as income for purposes of determining income eligibility, any allowance received shall be taken into consideration in determining the assistance to be provided."

4. Article 11.A., Page 3, add: "As noted in Article 9.B. above, receipt of energy allowances shall not preclude eligibility under ECAP nor shall energy allowances be considered as income in determining income eligibility."

5. Article 11, Page 4, add 11.C.:

"C. Program Eligibility- An applicant that is income eligible for ECAP shall also be experiencing an energy-related crisis. An 'energy-related crisis' shall be an applicent's inability to pay fuel costs, or, because of having to pay fuel costs, applicant has had to forego purchase of food, medicine, clothing or similar necessities. Questionable situations shall be submitted to CSOEO for prior approval.

6. Article 12, Page 4, delete introductory paragraph.

7. Article 12, Page 4, add to 12 A:

"Where an eligible household has paid its fuel bills, a level of assistance equal to those bills should be provided in the forms of assistance described below in this article."

8. Article 12.C., Page 4, add to end of sentence:
", such as rent."

9. Article 13.B., Page 4, delete second sentence and add:

"Contractor shall notify, inform, and contact persons including those individuals receiving unemployment compensation, potentially eligible for this program through, for example, the use of the following:".

10. Article 13.C., Page 5, add (3) and (4):

"(3) Heating Fuel Costs - Priority shall be given to those households experiencing significant increases in heating fuel costs over the last year. In establishing such priority, Contractor shall take into consideration the extent to which increase in rent are caused by increases in heating fuel costs."

"(4) American Indians - To the maximum extent possible Contractor shall serve American Indians who are not provided service through the special set-aside program as provided by CSA for Native Americans.

11. Attachment A, Budget, is revised and Attachment A-Revised March 1, 1980 is attached hereto and incorporated herein by reference.

All other terms and conditions shall remain the same.

ATTACHMENT A

Budget

REVISED MARCH 1, 1980

Administrative Costs	$ 5,778.00
Program Costs	$ 85,462.00
TOTAL	$ 91,240.00

FILED

MAR 12 1980

PETER MCNAMEE, Clerk

By Jan Carsen DEPUTY

AGREEMENT NO. 80-04

(For Data Consultation Services)

THIS AGREEMENT, made and entered into this 11th day of March, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Melinda Tucker, EDP Consultant, hereinafter referred to as CONSULTANT.

W I T N E S S E T H:

RECITALS:

1. COUNTY currently contracts with a data firm to provide a Management Information System to its Health Services Agency, Mental Health and Alcohol & Drug Divisions, hereinafter referred to as AGENCY.

2. AGENCY'S needs for information have changed since the programming of the Management Information System was completed. The system no longer fully meets AGENCY'S needs.

3. Were COUNTY to transfer AGENCY'S Management Information System to COUNTY'S Data Processing unit, hereinafter referred to as EDP, AGENCY and EDP anticipate a considerable operational cost savings would be effected.

4. EDP does not have staff available to design the software necessary to accommodate AGENCY'S new information needs. CONSULTANT represents she possesses the expertise to do so.

5. COUNTY and CONSULTANT are, therefore, desirous of entering into a contract for the transfer of AGENCY'S basic Management Information System to EDP with those changes necessary to accommodate AGENCY'S information needs and EDP'S capabilities. Together these activities will hereinafter be referrred to as PROJECT, and the resultant Management Information System be referred to as MIS.

/ / / / / / /

AGREEMENTS: COUNTY, in consideration of CONSULTANT'S promises contained in hereinafter recited agreements, and CONSULTANT in consideration of COUNTY's promises contained in hereinafter recited agreements, agree:

1. CONSULTANT'S OBLIGATIONS:

a. Phase I: Within six (6) weeks of execution of this agreement CONSULTANT will:

1) Define MIS objectives;

2) Design information flow;

3) Commence a glossary of terms;

4) Acquire and analyze the prototype of Ventura's Management Information System;

5) Define preliminary MIS input/output requirements;

6) Complete a preliminary file design; and

7) Prepare and present to COUNTY'S herein designated representatives a report which embodies in writing the completion of the first six (6) herein recited obligations.

b. Phase II: Within twelve (12) weeks of execution of this agreement CONSULTANT will:

1) Determine MIS hardware requirements;

2) Define MIS controls and security needs;

3) Segregate MIS sub-systems;

4) Identify MIS programs;

5) Complete MIS forms, reports, and terminal displays;

6) Complete MIS file design; and

7) prepare and present to COUNTY'S herein designated representatives a report which embodies in writing the completion of the first six (6) herein recited obligations.

/ / / / / / /

c. Phase III: Within eighteen (18) weeks of execution of this agreement CONSULTANT will:

1) Identify changes required to adapt the Ventura County Prototype Management Information System to AGENCY and EDP's herein recited needs;

2) Develop and produce formal MIS program specifications which are implementable upon testing using EDP data processing standards.

3) Complete MIS glossary of terms;

4) Develop and produce a MIS implementation plan; and

5) Prepare and present to COUNTY'S herein designated representatives a report which embodies in writing the completion of the first four (4) herein recited obligations.

d. Within the first week following the end of each month of the PROJECT's duration CONSULTANT will make oral reports of PROJECT status to COUNTY'S herein designated representatives at times and places of mutual convenience.

e. Prepare such written manuals and oral communications as are needed in the joint judgement of AGENCY and EDP to orient participating COUNTY personnel to the MIS design.

2. COUNTY'S PROJECT OBLIGATIONS:

a. Designate representatives responsible to:

1) Authorize major steps to be undertaken;

2) Review findings, conclusions, and recommendations of CONSULTANT;

3) Authorize advancement of the PROJECT to each subsequent phase and the progress and final payments to CONSULTANT; and

/ / / / /

/ / / / /

4) Coordinate PROJECT'S day-to-day progress.

b. Provide at COUNTY'S expense any required computer tests and compile time, key punch services, desk space, CONSULTANT'S out-of-town travel expenses, assistance with job control language and shop standards, and secretarial support time.

c. Provide prompt access to records and personnel necessary, in the joint judgment of parties' designated representatives to the conduct of PROJECT.

d. COUNTY's designated representatives will give prompt attention to review, authorization, and reporting requirements upon notice from CONSULTANT which provides adequate and reasonable time for review.

3. COUNTY'S DESIGNATED REPRESENTATIVES: will be AGENCY'S Director of Mental Health and EDP'S Manager.

4. ASSIGNMENT/SUB-CONTRACTING: CONSULTANT may not assign or sub-contract her responsibilities hereunder, it hereby being expressly acknowledged by parties that CONSULTANT'S expertise is unique.

5. COMPLIANCE WITH CODE: CONSULTANT agrees to comply with all applicable provisions of the Community Services System Manual,Title 9 and 22 of the California Administrative Code, and the Welfare and Institutions Code, commencing with Section 5328 and Tile 45 Code of Federal Regulations , Section 205.50 regarding confidentiality of patient information.

6. PAYMENT:

a. Upon completion of each phase and the submission of an invoice which attaches those reports as are required hereinabove, COUNTY will pay CONSULTANT FIVE THOUSAND FIVE HUNDRED DOLLARS ($5,400) per each of the three contemplated PROJECT phases, less 10% of the invoice. The 10% retained by COUNTY will be paid by COUNTY to CONSULTANT

upon acceptance of COUNTY'S designated representatives (subsequent to review of the MIS design, but not later than thirty (30) days following the PROJECT) of phase III of the PROJECT, as completed. Should CONSULTANT complete the PROJECT fully satisfying the terms and conditions herein receited at least one (1) week ahead of schedule upon final payment COUNTY will pay CONSULTANT 10% more than the total of the payments made for the three (3) phases of the PROJECT plus the 10% retained by the COUNTY.

b. The maximum total payment to CONSULTANT for performance under the terms of this agreement will not exceed SEVENTEEN THOUSAND EIGHT HUNDRED TWENTY DOLLARS ($17,820).

c. Where a herein recited report or claim is due from CONSULTANT within a PROJECT phase, payment for that phase is expressly conditioned on the acceptance of the phase as complete, in so far as is determinable without a test of the design, by COUNTY's designated representatives.

d. Implementability of CONSULTANT'S MIS program specificactions is a condition precedent and subsequent to COUNTY'S obligation to pay the 10% retainer and 10% bonus to CONSULTANT.

e. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstances does not constitute a waiver of either that condition precedent or subsequent in any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.

7. Upon review should CONSULTANT'S MIS and MIS program specifications prove to not be implementable because of the inadequacy or inappropriateness or excessive operational costliness of COUNSULTANT's design, unless said

inadequacy, inappropriateness, or excessive operational costliness was created by the decisions of the COUNTY, CONSULTANT agrees to correct the design without claim for any payments beyond the basic contract of SIXTEEN THOUSAND FIVE HUNDRED DOLLARS ($16,200) without the bonus.

8. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that CONSULTANT is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. CONSULTANT shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. CONSULTANT agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State governments as a result of this contract.

9. AMENDMENTS: Except as otherwise provided herein, the body of this agreement together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as otherwise provided herein, no additions to, or alterations of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this agreement which is formally approved and executed by parties or their successors in office or interest.

10. NOTICE: Any notice to be given parties to this agreement may be given personnally or by depositing same post-marked and registered in the United States mail, postage prepaid and addressed to CONSULTANT'S or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

11. TERM: This agreement shall commence upon execution and terminate at the conclusion of phase 3, 18 weeks later. This agreement may not be cancelled by either party except for cause or lack of funds to complete the

PROJECT.

12. OPTION CLAUSE: COUNTY shall have the option to use CONSULTANT'S services for consultation, training, and development of a user's manual during the implementation phase subsequent to the conclusion of this PROJECT at the rate of TWENTY-TWO DOLLARS AND FIFTY CENTS ($22.50) per hour.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Tingle J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE

BY Jan Grover
(CLERK)

CONSULTANT

Melinda Tucker
Melinda Tucker

MENTAL HEALTH SERVICES

BY C. P. Thompson
DIRECTOR

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY Elizabeth A. Hall
DEPUTY COUNTY COUNSEL

BK

Port of Sacramento

Yolo County Agreement No. 80-85

SACRAMENTO-YOLO PORT DISTRICT / WORLD TRADE CENTER / WEST SACRAMENTO, CALIFORNIA 95691 / TWX 910-367-3581 / TEL (916) 371-8000

FILED

MAR 12 1980

PETER McNAMEE, Clerk
By Jan Oser
DEPUTY

April 13, 1979

File No. 5220.4

Sheriff Ron E. Whitehead
Yolo County Sheriff's Office
P.O. Box 179
Woodland, CA 95695

Dear Sheriff Whitehead:

This letter will set forth our understandings concerning the relationship between your office and the Port on official matters. This letter is intended as a guide in the policy area.

1. CLEARANCE OF PERSONNEL. All members of the Port's Security Force will be subjected to a routine pre-employment police clearance procedure before being hired for full-time or part-time employment. Your office will provide the clearance procedure.

2. DEPUTIZATION. You will designate each member of the Port's Security Force as a Yolo County Deputy Sheriff.

3. MUTUAL AID. Recognizing the limited size of the Port Security Force, you will limit your calls upon our personnel for aid to your own forces. You, however, will be entitled to call upon them in connection with your normal activities (i.e., less than major upheaval) as required. Such calls will be directed to our ranking man on duty, who will dispatch the man or men in the Port police vehicle.

4. COMMUNICATIONS. Present port communications equipment is capable of two-way communications with your office through the Harbor Boulevard gate station. Our police vehicle will be equipped to have this

WORLD TRADE CENTER · WEST SACRAMENTO, CALIFORNIA U.S.A. 95691
PORT COMMISSION: IVORY J. RODDA, *chairman* • CURZON KAY, *vice chairman* • EDWARD P. PARK, *secretary*
G. WAYNE O'BRIEN • THOMAS G. CAMPBELL
MELVIN SHORE • PORT DIRECTOR

capability.

5. PERSONNEL RESPONSIBILITY. Port security personnel will be carried on port payroll and covered by normal fringe benefit coverage. If and when called upon by your office for service off of port property, Yolo County will assume complete responsibility for liability to third parties (including costs and attorneys fees), salary, fringe benefits, repair of equipment or personal clothing of personnel if damaged while answering, at, or returning from the emergency incident. The Port will bill Yolo County for expenses for these items, if in excess of $25.00 per incident.

6. TRAINING. Recognizing the need to have Security Officers properly trained, the men will be made available, on Port paid time, for participation in your training program. All men will receive your in-service training program. Participation in training will be required and will be accomplished on a schedule to be worked out by our respective personnel. The men will be supplied by the Port with the necessary ammunition for training purposes.

7. LAW ENFORCEMENT RESPONSIBILITY. It is recognized that you have total law enforcement responsibility in the County. To facilitate operations within the fenced port terminal area, you have agreed that the Port Security Force will assume responsibility in connection with misdemeanors up to and including arrest. Further you have agreed to transport those arrested on misdemeanor charges to jail and perform the booking.

In connection with felonies you will retain full responsibility. However, you will have the assistance of our force in the area of detection, surveilance, etc. Likewise, our force will cooperate with other state and federal agencies in their sphere of concern.

8. DEMONSTRATIONS. In the event of demonstrations at the Port, your office will be notified immediately. Our force will remain responsible for the fenced area and will exclude demonstrators therefrom, at our option. Under these conditions your men will remain responsible for control of demonstrators outside of the fenced area. Should you require

the use of our manpower outside of the fenced area, it will be arranged through the normal liaison. Should incursion of the demonstrators into the fenced area occur to the point that the matter is out of control, you will assume direct command of our personnel. Under these conditions each organization will remain responsible for payroll, fringe benefits, etc., of their respective men.

Demonstrations at the World Trade Center will be treated in a like manner. Demonstration on port property except for the fenced terminal area and the World Trade Center will remain your exclusive concern. Should you call upon our personnel for assistance in connection with problems on other port property, we will continue to be responsible for payroll, fringe benefits, etc., of our personnel.

9. EQUIPMENT. The Port Security Force personnel will be equipped at port expense. As equipment is added, it will be comparable to that used to equip your force. Our men will continue to be uniformed in distinctive port uniforms. When on patrol and at each gate station the men will be armed with mace which will be checked out to the man at the beginning of his shift and checked in at the end of his shift.

10. PATROL. Port Security Force patrol will be limited to the fenced terminal area and the World Trade Center. They will exceed this area of patrol only when there is reasonable suspicion of problems elsewhere on Port owned property.

11. LIAISON. For your reference, the chain-of-command within this office flows from the Port Commission to the undersigned to the Security Captain.

12. CANCELLATION. Either party hereto may cancel this understanding on thirty days written notice to the other.

If the above policies are set forth as you feel we have agreed, will you please endorse the duplicate copy and return to me. I would like to take this opportunity to

express to you the appreciation of the Port Commission any myself for the spirit of cooperation you have shown in arranging these policies. I am sure that it will aid in fostering a smooth working relationship.

Sincerely,

Melvin Shore
Port Director

AGREED:

Ron E. Whitehead
Ron E. Whitehead, Sheriff

2/22/80
Date

County of Yolo, a political subdivision of the State of California

By Tingle J. Thompson
TWIGLE J. THOMPSON, Chairman
Board of Supervisors

Approved as to Form
Dated: ...
County Counsel
of Yolo County

MS/ns

BK

Yolo County Agreement No. 80-86

Contract No. 30778
Sheet 1 of 4
03-Yol-0-CR
PMS-000S(55)

FILED

OCT 28 1980

PETER McCHESNEY, Clerk
By Jan Green
DEPUTY

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of March, 19 80 by and between the County of Yolo, a political subdivision of the State of California hereinafter referred to as "LOCAL AGENCY," and the STATE OF CALIFORNIA, acting by and through the Department of Transportation, hereinafter referred to as "STATE."

WITNESSETH

WHEREAS, LOCAL AGENCY contemplates improvement of legends on various county roads with raised pavement markers and markings hereinafter referred as "PROJECT"; and

WHEREAS, LOCAL AGENCY has requested and STATE is willing to furnish engineering services for said PROJECT provided all costs incurred by STATE on behalf of LOCAL AGENCY are borne at the expense of LOCAL AGENCY; and

WHEREAS, LOCAL AGENCY AND STATE desire to specify herein the conditions under which State services are to be provided for and financed.

NOW THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

SECTION I

STATE AGREES:

1) To perform the following engineering services as authorized by Section 822.5 of the Streets and Highways Code.

   - Provide materials testing service, including source inspection, for construction phase of PROJECT.

2) Prior to commencement of engineering work by STATE personnel, to establish a special account to accumulate all related expenses and charges for all work performed on behalf of LOCAL AGENCY pursuant to this Agreement.

3) Immediately following execution of this Agreement, to submit to LOCAL AGENCY, billing in the amount of $250 which figure represents LOCAL AGENCY's advance deposit to finance the total estimate cost of engineering services to be performed by STATE on behalf of LOCAL AGENCY pursuant to this Agreement.

4) Upon completion of the PROJECT to furnish LOCAL AGENCY with a final detailed statement of the accumulated costs, identifying actual hours worked and related expenses in connection with the services provided pursuant to this Agreement.

SECTION II

LOCAL AGENCY AGREES:

1) To do all work necessary for the successful completion of the PROJECT except for that work which STATE has agreed to perform in SECTION 1 of this Agreement or by separate agreement.

2) To deposit with STATE, in advance and within 14 days of receipt of billing therefor, the amount of $250 which figure represents the total estimate cost of engineering services to be performed by STATE on behalf of LOCAL AGENCY pursuant to this Agreement.

3) Upon completion by STATE of all engineering services performed on behalf of LOCAL AGENCY and upon receipt of a detailed statement and billing therefor, to reimburse STATE promptly, any amount over and above funds deposited by LOCAL AGENCY as defined hereinbefore, required to complete LOCAL AGENCY's costs pursuant to this Agreement. Actual cost to LOCAL AGENCY for work performed by STATE on behalf of LOCAL AGENCY as defined hereinbefore in Section I, Article (4) will be determined upon completion of all such work and final accounting of all related charges, and shall be a sum of the following:

   a) Salary costs computed in accordance with STATE's standard accounting procedures.

   b) Travel and per diem expenses including charges for the use by such employee of STATE vehicles, if required in accordance with rates set up by the State Board of Control Rules under Title 2, Section 700.

   c) Functional indirect and administrative overhead costs computed in accordance with STATE's Accounting Manual Chapter 11, Table 6-2.

   d) Less any Federal reimbursement paid directly to STATE for engineering services provided pursuant to this agreement.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

1) That, LOCAL AGENCY may, at any time, or for any reason, terminate STATE's services immediately and shall notify STATE in writing of such termination.

2) That LOCAL AGENCY will indemnify and save STATE, its officers, agents and employees harmless from any and all liability for injuries to persons or damage to property caused or resulting in any manner from the performance of any services by STATE personnel within the scope of this Agreement.

3) That should any portion of the project be financed with Federal Funds or Gas Tax Funds, all applicable procedures and policies relating to the use of such funds shall apply, notwithstanding other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective Officers, duly authorized, the provisions of which Agreement are effective as of the day, month and year first hereinabove written.

STATE OF CALIFORNIA
Department of Transportation

ADRIANA GIANTURCO
Director of Transportation

By E. J. Hallinan
Acting District Director, District 3

COUNTY OF YOLO

By Lucy Clo J. Thompson
Chairman, Board of Supervisors

Attest Jan Asser
Clerk of the Board of Supervisors

APPROVED AS TO FORM
COUNTY
By

State of California

Book

RECEIVED MAR 1 4 1980

CETA-VI-1 (5-79)
2 originals
6 copies

FILED
MAR 2 4 1980
PETER McNAMEE, Clerk
By Rubie Murphy Deputy

YOLO COUNTY AGREEMENT NO. 80-87

Nonfinancial Agreement Signature Sheet

Under the
Comprehensive Employment and Training Act of 1978
(P.L. 95-524, Section 204)

1. Prime sponsor:

County of Yolo
Manpower Division
500 First Street
Woodland, CA 95695

2. Nonfinancial agreement number:

8	0	0	3	8	5	7	9	9	9	8	5	9	9	0

Modification number: One

State Board of Education
California State Department of Education
721 Capitol Mall
Sacramento, CA 95814

3. Contact person: Cathie Wicks

Manpower Planning Coordinator (916) 666-8593
Title Phone number

4. Period covered by agreement:

10-1-79 through 9-30-80

5. Agreement:

Pursuant to Section 204 of the Comprehensive Employment and Training Act of 1978 (P.L. 95-524), this agreement is entered into by the State Board of Education and (name of prime sponsor) County of Yolo
This agreement consists of this sheet, the program planning and budget information summaries, and the program narrative.

As per this agreement the California State Board of Education is committed to provide for the prime sponsor the needed vocational education services and training outlined in the program narrative. The training and services will be provided upon receipt of funds from the Governor.

6. Estimated costs of training and services by cost category:

Cost category	Code	Estimated costs		
		Prior	Modification (+ or -)	New
Administration	306	Ø		Ø
Training	307	44,003	+ 10,747	54,750
Allowances	308	Ø		Ø
Services	309	Ø		Ø
TOTAL		44,003	+10,747	54,750

7. Approval by prime sponsor

Signature: Twyla J. Thompson
Name and title: TWYLA J. THOMPSON, CHAIRMAN BOARD OF SUPERVISORS, YOLO COUNTY
Date: MAR 17 1980

8. Approval by State Board of Education

Signature: Russell Tibbetts
Name and title: RUSSELL TIBBETTS, Program Consultant
Date: 3/20/80

See reverse side of this page for instructions.

STATE OF CALIFORNIA

Program Planning and Budget Information Summaries
Special Grant–Vocational Education
Under the
Comprehensive Employment Training Act of 1978
(PL 95-524, Section 204)

CETA-VE-2 (5-79)
2 originals
5 copies

Prime sponsor: County of Yolo

Contact person: Cathie Wicks

Phone: (916) 666-8593

Nonfinancial agreement number: 80 038 57 9998 59 90

Modification number: One

I. Program Planning Summary

Vocational education enrollment transactions	Number of participants, cumulative by quarter, fiscal year-to-date			
	12/31/ (a)	3/31/ (b)	6/30/ (c)	9/30/ (d)
A. Total participants (Sum of A.1 and A.2)	32	54	70	70
1. New participants	22	44	60	60
2. Participants carried over from previous fiscal year	10	10	10	10
B. Total terminations (Sum of B.1 through B.4)	11	23	44	70
1. Entered employment	9	17	36	58
2. Additional positive terminations	1	3	4	6
3. Transfer to regular CETA	Ø	Ø	Ø	Ø
4. Other terminations	1	3	4	6
C. Planned participants (End of Quarter) (A minus B)	21	31	26	Ø

II. Budget Information Summary

Cost categories	Code	Funds available			Planned expenditures, this fiscal year (d)	Estimated unexpended funds, end of fiscal year (c—d) (e)
		Carry-in from previous fiscal year (a)	New funds, current fiscal year (b)	Total (a + b) (c)		
A. Administration	306					
B. Training	307				54,750	
C. Allowances	308					
D. Services	309					
E. Total		Ø	54,750	54,750	54,750	Ø

III. Cumulative Quarterly Projections of Commitments and Expenditures

Activities		Amount projected, fiscal year to date			
		12/31/ (a)	3/31/ (b)	6/30/ (c)	9/30/ (d)
A. Total vocational education funds committed		44,003	54,750	54,750	54,750
B. Total projected vocational education expenditures (Item B.1 plus item B.2)		7,481	24,090	39,420	54,750
Projected expenditures for classroom training	317	7,481	24,090	39,420	54,750
Projected expenditures for services to participants	318	Ø	Ø	Ø	Ø

P-78 209 DE 11391 5-79 300

State of California

(Tentative)
CETA-VE-3
(5-79)
8 Copies

2.3

BUDGET SUMMARY OF ALL ACTIVITIES

Deliverer of Services	Activity	Partic-ipants	Admin.	Training	Allow.	Serv.	Total	Remarks
Various Public & Private Schools	Individual Referral	35	Ø	44,579	Ø	Ø	44,579	
Project MOVE	Clerical Training	35	Ø	10,171	Ø	Ø	10,171	
		70	Ø	54,750	Ø	Ø	54,750	

This Prime Sponsor agrees to adhere to State Department of Education, Vocational Education Unit, Manpower Education, Administrative Memo Number 8-77 (dated July 27, 1977) regarding Policy to Provide Tools to CETA, Section 204.12 Participants. Certain items purchased during the training funded with special grant 6% vocational education funds may be given to CETA participants at the satisfactory completion of their training. The following conditions will be met:

a. The Deliverer of Service project director, with the approval of the Manpower Education ~~Unit~~ consultant, will determine the tools and/or materials to be given to participants based on traditional employer practices in the various occupations.

b. The total cost of all items to be furnished will not exceed $300.00 per participant.

c. There is a bonafide job offer in a training related occupation within thirty (30) days after successful completion of the training and it is necessary for the participant to provide the tools and/or materials as a condition of employment and the tools and/or materials are not traditionally furnished by the employer.

d. Upon verification of a bonafide job offer by the Deliverer of Services, the tools and/or materials will be provided to the participant and considered to be personal property of the participant.

MODIFICATION # 002 80-88

REQUEST FOR MODIFICATION TO AGREEMENT # 80-44 REQUEST DATE 2-19-80

CETA TITLE: IV YCCIP CORRESPONDS TO ANNUAL PLAN MOD # 80-44

PROGRAM NAME: **YOLO COUNTY SUPERINTENDENT OF SCHOOLS - PROJECT MOVE**

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $ [X] Decreased by $1,402

The above number contract is to be modified as follows: (Attach support documents)

FILED
MAR 14 1980
PETER McNAMEE, Clerk
By Peggie McClintock Deputy

GENERAL INTENT

To decrease contract 80-44 by the amount of $1,402 which will be included in Project MOVE's Administrative Cost Pool contract.

MODIFICATION

Original contract contained an amount for administrative expenditures. MOVE is now using a contract for Administrative purposes which pools the Administrative allocation from all titles. The total of this contract modification includes only program funds. There has been no overall decrease in the funds allocated to Project MOVE.

$49,735
New grant total and fixed price

Forrest L Honnold
Signature of program operator

80/03/13
Date

Recommendation and/or comments by staff: [ ] Approve [ ] Disapprove

Recommendation of the MAPC [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

[ ] Request for modificaiton denied

[ ] Request for modificaiton approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Twyla J Thompson MAR 11 1980
Signature of Authorized Officer Date

10-1-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IV YCCIP

CONTRACT NO. 80-44

[ ] ORGINAL [X] REVISION NO. 2

DATE February 19, 1980

Subgrantee Name and Address:
Yolo County Superintendent of Schools
313 Fourth Street
Woodland, CA 95695

Contact Person: Jesus M. Moreno
Phone 666-0925
Period: From 10-1-79 To 9-30-80
Program Name: IV YCCIP

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.				-0-					-0-
NOV.				2817					2817
DEC.				3810					3810
JAN.				4999					4999
FEB.				4366					4366
MAR.				4787					4787
APR.				4999					4999
MAY				4787					4787
JUNE				4787					4787
JULY				5014					5014
AUG.				4787					4787
SEPT.				4582					4582
TOTAL				49,735					49,735

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			-0-	-0-		-0-		-0-
NOV.			2,645	172		-0-		2,817
DEC.			3,248	212		350		3,810
JAN.			4,365	284		350		4,999
FEB.			3,770	246		350		4,366
MAR.			4,166	271		350		4,787
APR.			4,365	284		350		4,999
MAY			4,166	271		350		4,787
JUNE			4,166	271		350		4,787
JULY			4,379	285		350		5,014
AUG.			4,166	271		350		4,787
SEPT.			3,968	260		354		4,582
TOTAL			43,404	2,827		3,504		49,735

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FORREST L. HOWARD
ASST. SUPT. PROJ. ADMIN.
Name and Title of Authorized Official

Forrest L Howard
Signature

For CETA Approval Only:

Fiscal Officer — Date 3-3-80

CETA Director — Date 3-11-80

YC 106 (10-79)

RECEIVED DEC 5 1975

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Supt. of Schools

313 Fourth Street

Woodland, CA 95695

OPERATING BUDGET

CONTRACT NO.

WORK EXPERIENCE	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES	43,404	0	2,645	3,248	4,365
FRINGE BENEFITS	2,827	0	172	212	284
F.I.C.A.					
Workmen's Comp. Ins.					
P.S.E. (Uniforms, Supplies, etc.)					
Other					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Trn. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Oper. Services Cost					
SERVICES	3,504	0	0	350	350
Staff Salaries	2,695			270	270
Staff Fringe Benefits	809			80	80
Staff Travel					
Special Program Tech. Assist.					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Boarding Assist.					
Rental Equipment					
Office Equipment					
Oper. Services Cost					
INTENSIVE SUPERVISION (ON-JOB ONLY)					
Staff Salaries					
Staff Fringe					
Staff Travel					
Special Program Tech. Assist					
Space Cost					
Supplies					
Telephone					
Rental Equipment					
Office Equipment					
Oper. Supervision Cost					
TOTAL NON-ADMINISTRATIVE COST	49,735	-0-	2,817	3,810	4,999
ADMINISTRATIVE COST					
TOTAL WORK EXPERIENCE					

RECEIVED DEC 5 1979

CONTRACT NO.

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
3,770	4,166	4,365	4,166	4,166	4,379	4,166	3,968
246	271	284	271	271	285	271	260
350	350	350	350	350	350	350	354
270	270	270	270	270	270	270	265
80	80	80	80	80	80	80	89

RECEIVED DEC 5 1979

Yolo County Supt. of Schools

313 Fourth Street # 2

Woodland, CA 95695

666-0925

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGET

Positions and Salaries Schedule

Period From _____ To _____

Contract No. _____

Title/Subtitle _____

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACATION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATIVE C				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	O.J.T.	WORK EXP.	SERVICE /CLIENT	OTHER ACT
Susan Frame Youth Training Asst.	790	34	10	2,695		2,695		2,695			2,695		
TOTAL													

BK

MODIFICATION # 002 80-89

REQUEST FOR MODIFICATION TO AGREEMENT # 79-355 REQUEST DATE 2-19-80

CETA TITLE: IV YETP - WOODLAND/WINTERS CORRESPONDS TO ANNUAL PLAN MOD # 79-355

PROGRAM NAME: **YOLO COUNTY SUPERINTENDENT OF SCHOOLS - PROJECT MOVE**

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $ _____ ☒ Decreased by $8,958

The above number contract is to be modified as follows: (Attach support documents)

FILED
MAR 14 1980
PETER McNAMEE, Clerk
By _____ Deputy

GENERAL INTENT

To decrease contract 79-355 by the amount of $8,958 which will be included in Project MOVE's Administrative Cost Pool contract.

MODIFICATION

Original contract contained an amount for Administrative expenditures. MOVE is now using a contract for Administrative purposes which pools the Administrative allocations from all titles. This contract modification total includes only program funds. There has been no overall decrease in the funds allocated to Project MOVE.

$156,658
New grant total and fixed price

Forrest L Hounald 80/03/13
Signature of program operator Date

Recommendation and/or comments by staff: ☐ Approve ☐ Disapprove

Recommendation of the MAPC ☐ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

☐ Request for modificaiton denied

☐ Request for modificaiton approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Temple J. Thompson MAR 11 1980
Signature of Authorized Officer Date

October 1, 1979
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IV

CONTRACT NO. 79-355

[ ] ORGINAL [X] REVISION NO. 1

DATE February 19, 1980

Subgrantee Name and Address:

Project MOVE
425 Main Street
Woodland, CA 95696

Contact Person: Jesus M. Moreno

Phone 666-0925

Period: From 10-1-79 To 9-30-80

Program Name: IV: Woodland/Winters YETP

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.							14,643		14,643
NOV.							14,643		14,643
DEC.							14,616		14,616
JAN.							14,789		14,789
FEB.							14,789		14,789
MAR.							14,789		14,789
APR.							16,488		16,488
MAY							16,516		16,516
JUNE							11,100		11,100
JULY							6,270		6,270
AUG.							6,270		6,270
SEPT.							11,745		11,745
TOTAL							156,658		156,658

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.		8,420	4,581	340		1,302		14,643
NOV.		8,420	4,581	340		1,302		14,643
DEC.		6,037	6,961	316		1,302		14,616
JAN.		8,563	4,581	343		1,302		14,789
FEB.		8,563	4,581	343		1,302		14,789
MAR.		8,563	4,581	343		1,302		14,789
APR.		7,875	6,961	350		1,302		16,488
MAY		10,258	4,581	375		1,302		16,516
JUNE		7,875	2,290	284		651		11,100
JULY		6,152	-0-	118		-0-		6,270
AUG.		6,152	-0-	118		-0-		6,270
SEPT.		8,541	2,291	261		652		11,745
TOTAL		95,419	45,989	3,531		11,719		156,658

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FORREST L HONNOLD
ASST SUPT. PROJ ADMIN.
Name and Title of Authorized Official

Forrest L Honnold
Signature

For CETA Approval Only:

Jack A Boyer
Fiscal Officer — 3-3-80 Date

Lawrence L Thurston Jr.
CETA Director — 3-11-80 Date

YC 106 (10-79)

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

PROJECT [illegible].V.E

425 Main Street

Woodland, CA 95695

CAREER EMPLOYMENT EXPERIENCE (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES	77,931	4,581	4,581	6,961	6,585
FRINGE BENEFITS	3,531	340	340	316	343
F.I.C.A.					
Workers' Compensation Insurance	3,531	340	340	316	343
Other					
ALLOWANCES	63,477	8,420	8,420	6,037	6,749
Basic	63,477	8,420	8,420	6,037	6,749
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Compensation Insurance					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES	11,719	1,302	1,302	1,302	1,302
Staff Salaries	7,722	859	859	859	859
Staff Fringe Benefits	2,084	234	234	234	234
Staff Travel	754	83	83	83	83
Special Program Technical Assistance					
Space Cost	700	78	78	78	78
Supplies	159	13	13	13	13
Telephone	300	35	35	35	35
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
TOTAL - CAREER EMPLOYMENT EXPERIENCE	156,658	14,643	14,643	14,616	14,979

YC 104g (revised 10/79)

CAREER EMPLOYMENT EXPERIENCE (YETP ONLY)

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

_____

_____

_____

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
6,585	6,585	8,965	6,585	8,242	6,746	6,746	4,769
343	343	350	375	284	118	118	261
343	343	350	375	284	118	118	261
6,749	6,749	4,366	6,749	4,366	-0-	-0-	4,872
6,749	6,749	4,366	6,749	4,366	-0-	-0-	4,872
1,302	1,302	1,302	1,302	651	-0-	-0-	652
859	859	859	859	425			425
234	234	234	234	106			106
83	83	83	83	45			45
78	78	78	78	38			38
13	13	13	13	27			28
35	35	35	35	10			10
14,979	14,979	14,983	15,011	13,543	6,864	6,864	10,554

YC 104g (revised 10/79)

BK

MODIFICATION # 002 80-90

REQUEST FOR MODIFICATION TO AGREEMENT # 79-425 REQUEST DATE February 19, 1980

CETA TITLE: III STIP II CORRESPONDS TO ANNUAL PLAN MOD # 79-425

PROGRAM NAME: YOLO COUNTY SUPERINTENDENT OF SCHOOLS - PROJECT MOVE

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $ _____ ☒ Decreased by $ 20,994

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT To decrease contract 79-425 by $20,994, which is the amount of the Administrative allocation for fiscal year 1980. This amount will be included in Project MOVE's Administrative Cost Pool contract.

MODIFICATION Original contract contained an amount for Administrative expenditures. MOVE is now using a contract for Administrative purposes which pools the Administrative allocation from all titles. The total of this contract modification includes only program funds for 1980 and program and administrative funds for fiscal year 1979. There has been no overall decrease in the funds allocated to Project MOVE.

$215,161
New grant total and fixed price

Forrest L Honnold 80/03/13
Signature of program operator Date

Recommendation and/or comments by staff: ☐ Approve ☐ Disapprove

Recommendation of the MAPC ☐ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

☐ Request for modificaiton denied

☐ Request for modificaiton approved pursuant to the authority of the Governing Board Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Twyla J. Thompson MAR 11 1980
Signature of Authorized Officer Date

OCT 1 - 1979
Effective date of modification

FILED
MAR 14 1980
PETER McNAMEE, Clerk
By Vicki Miyahara
Deputy

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: III

CONTRACT NO. 79-425

[ ] ORGINAL [X] REVISION NO. 3

DATE February 19, 1980

Subgrantee Name and Address:

Yolo County Office of Education
425 Main Street
Woodland, CA 95695

Contact Person: Jesus M. Moreno
Phone 666-0925
Period: From Feb.1,1979 To July 31, 1980
Program Name STIP II Framworker Trng. Prog.

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.									
JAN.									
FEB.		5,782							5,782
MAR.		20,580							20,580
APR.		29,337							29,337
MAY		15,018							15,018
JUNE		6,064							6,064
JULY		20,282							20,282
AUG.		6,063							6,063
SEPT.		1,371							1,371
TOTAL									

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.	2,987	-0-		-0-	50	2,745		5,782
MAR.	2,737	9,780		338	4,449	3,276		20,580
APR.	2,737	10,280		368	12,676	3,276		29,337
MAY	2,737	5,640		184	3,181	3,276		15,018
JUNE	2,737	-0-		-0-	50	3,277		6,064
JULY	2,737	7,960		276	6,033	3,276		20,282
AUG.	2,737	-0-		-0-	50	3,276		6,063
SEPT.	(2,383)	-0-		-0-	478	3,276		1,371
TOTAL	17,026							

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FORREST L HONNOLD
PROJ ADMIN. ASST SUPT.
Name and Title of Authorized Official

Forrest L Honnold
Signature

For CETA Approval Only:

Fiscal Officer — Date 3-3-80

CETA Director — Date 3-11-80

YC 106 (10-78)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: III

CONTRACT NO. 79-425

[ ] ORGINAL [X] REVISION NO.3

DATE February 19, 1980

Subgrantee Name and Address:
Yolo County of Education
425 Main Street
Woodland, CA 95695

Contact Person: Jesus M. Moreno
Phone 666-0925
Period: From Feb.1,1979 To July 31, 1980
Program Name: STIP II Farmworker Trng. Prog.

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.		16,021							16,021
NOV.		17,755							17,755
DEC.		3,857							3,857
JAN.		19,289							19,289
FEB.		17,771							17,771
MAR.		14,105							14,105
APR.		3,326							3,326
MAY		12,424							12,424
JUNE		3,326							3,326
JULY		2,790							2,790
AUG.									
SEPT.									
TOTAL		215,161							215,161

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.		7,960		276	4,508	3,277		16,021
NOV.		10,280		368	3,831	3,276		17,755
DEC.		-0-		-0-	581	3,276		3,857
JAN.		10,280		368	5,365	3,276		19,289
FEB.		10,280		371	3,843	3,277		17,771
MAR.		7,660		276	2,893	3,276		14,105
APR.		-0-		-0-	50	3,276		3,326
MAY		7,330		246	1,571	3,277		12,424
JUNE		-0-		-0-	50	3,276		3,326
JULY		-0-		-0-	50	2,740		2,790
AUG.								
SEPT.								
TOTAL	17,026	87,450		3,071	49,709	57,905		215,161

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official — Fiscal Officer — Date

Signature — CETA Director — Date

YC 106 (10-79)

BK

MODIFICATION # 004 80-91

REQUEST FOR MODIFICATION TO AGREEMENT # 79-444 REQUEST DATE 2-19-80

CETA TITLE: III HIRE II CORRESPONDS TO ANNUAL PLAN MOD # 79-444

PROGRAM NAME: **YOLO COUNTY SUPERINTENDENT OF SCHOOLS - PROJECT MOVE**

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $ _____ ☒ Decreased by $4,739

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract 79-444 by $4,739, which is the amount of the Administrative allocation for fiscal year 1980. This amount will be included in Project MOVE's Administrative Cost Pool Contract.

FILED
MAR 14 1980
PETER McNAMEE, Clerk
By Phyllis Higgins
Deputy

MODIFICATION

Original contract contained an amount for Administrative expenditures. MOVE is now using a contract for Administrative purposes which pools the Administrative allocation from all titles. This contract modification total includes only program funds for 1980 and program and Administrative funds for fiscal year 1979. There has been no overall decrease in the funds allocated to Project MOVE.

$40,468
New grant total and fixed price

Forrest L Hounold
Signature of program operator

80/03/13
Date

Recommendation and/or comments by staff: ☐ Approve ☐ Disapprove

Recommendation of the MAPC ☐ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

☐ Request for modificaiton denied

☐ Request for modificaiton approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Gayle J Thompson MAR 11 1980
Signature of Authorized Officer Date

OCT 1 - 1979
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: III HIRE II

CONTRACT NO. 79-444

[ ] ORGINAL [X] REVISION NO. 4

DATE February 19, 1980

Subgrantee Name and Address:
Yolo County Schools
313 Fourth Street, Suite #2
Woodland, CA 95695

Contact Person: Jesus M. Moreno
Phone 666-0925
Period: From 10-1-78 To 5-30-80
Program Name: HIRE II

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.			2,306						2,306
NOV.			3,901						3,901
DEC.			5,501						5,501
JAN.			6,320						6,320
FEB.			7,919						7,919
MAR.			9,518						9,518
APR.			9,518						9,518
MAY			(34,566)						(34,566)
JUNE			6,783						6,783
JULY			6,955						6,955
AUG.			6,955						6,955
SEPT.			6,955						6,955
TOTAL									

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.	281				1,600	425		2,306
NOV.	281				3,200	420		3,901
DEC.	281				4,800	420		5,501
JAN.	282				5,618	420		6,320
FEB.	281				7,218	420		7,919
MAR.	281				8,817	420		9,518
APR.	281				8,817	420		9,518
MAY	(1,598)				(33,893)	925		(34,566)
JUNE	418				5,828	537		6,783
JULY	418				6,000	537		6,955
AUG.	418				6,000	537		6,955
SEPT.	418				6,000	537		6,955
TOTAL	2,042							

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FORREST L HONNOLD
ASST. SUPT. PROJ. ADMIN.
Name and Title of Authorized Official

Forrest L Honnold
Signature

For CETA Approval Only:

Jack A Baker
Fiscal Officer — 3-3-80 Date

Lawrence L Mathis Jr
CETA Director — 3-11-80 Date

YC 106 (10-79)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: III

CONTRACT NO. 79-444

[ ] ORGINAL [X] REVISION NO. 5

DATE Februaru 19, 1980

Subgrantee Name and Address:
Yolo County Office of Education
313 Fourth Street, Suite #2
Woodland, CA 95695

Contact Person: Jesus M. Moreno
Phone 666-0925
Period: From 10-1-78 To 5-30-79
Program Name: HIRE II

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.			3,970						3,970
NOV.			(23,340)						(23,340)
DEC.			2,737						2,737
JAN.			3,044						3,044
FEB.			4,148						4,148
MAR.			4,148						4,148
APR.			4,292						4,292
MAY			3,404						3,404
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL			40,468						40,468

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.					3,433	537		3,970
NOV.					(21,796)	(1,544)		(23,340)
DEC.					1,613	1,124		2,737
JAN.					1,920	1,124		3,044
FEB.					3,024	1,124		4,148
MAR.					3,024	1,124		4,148
APR.					3,168	1,124		4,292
MAY					2,280	1,124		3,404
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL	2,042				26,671	11,755		40,468

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Signature

Fiscal Officer — Date

CETA Director — Date

YC 106 (10-78)

COUNTY OF YOLO

BK,

Subgrant Signature Sheet

Title Administrative Cost Pool

Agreement/ Subgrant No. 80-92

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Yolo County Superintendent of Schools

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Yolo County Superintendent of Schools hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program	: Yolo County Superintendent of Schools - Project MOVE
Mailing Address	: 313 Fourth Street, Suite 2
City	: Woodland, CA 95695 Phone: (916) 666-0925
Program Director:	Jesus Moreno

FILED
MAR 14 1980
PETER McNAMEE, Clerk
By Phebe Mayfield Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979.

The term of the SUBGRANT shall end on September 30, 1980.

The total amount of the SUBGRANT is $206,381.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Forrest L Honnold	By Signature: X Twyla J. Thompson
Name and Title: FORREST L HONNOLD, ASST. SUPT., PROJ. ADMIN.	Date: 80/03/13
Name and Title: TWYLA J. THOMPSON, Chairman, Yolo County Board of Supervisors	Date: MAR 11 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Yolo County Superintendent of Schools hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Yolo County Superintendent of Schools is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) CETA Operating Budget

(g)

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 1, 1979, and shall end September 30, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 206,381, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUB-GRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 80-92.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

X Tenyla D. Thompson
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Yolo County Superintendent of Schools
(Legal Name of SUBGRANTEE)

Forrest L Honnold
(Signature of Authorized Officer)

MAR. 13 1980
(Date)

ASST. SUPT., PROJ. ADMIN.
(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

YOLO CO. SUPERINTENDENT OF SCHOOLS

Name of Subgrantee

Forrest L Honrold

Authorized Signature

MAR 13 1980

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Yolo County Superintendent of Schools
(Legal Name of SUBGRANTEE)

MAR 13 1980
(Date)

Forrest L Honnold
(Signature of Authorized Officer)

ASST. SUPT. PROJ. ADMIN.
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

RECEIVED FEB 1 5 1980

CETA OPERATING BUDGET

TITLE: Administration Cost Pool

CONTRACT NO. _____

[x] ORGINAL [ ] REVISION NO. _____

DATE February 14, 1980

Subgrantee Name and Address:
Yolo County Schools
313 4th Street
Woodland, CA 95695

Contact Person: Jesus M. Moreno
Phone 666-0925
Period: From 10-1-79 To 9-30-80
Program Name: Administration Cost Pool

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.	17,073								17,073
NOV.	11,840								11,840
DEC.	20,087								20,087
JAN.	30,157								30,157
FEB.	20,578								20,578
MAR.	20,275								20,275
APR.	20,578								20,578
MAY	20,275								20,275
JUNE	20,578								20,578
JULY	8,617								8,617
AUG.	8,440								8,440
SEPT.	7,883								7,883
TOTAL	206,381								206,381

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL								

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FORREST L HONNOLD ASST. SUPT.
Name, and Title of Authorized Official

Forrest L Honnold
Signature

For CETA Approval Only:

Fiscal Officer — Date 2-27-80

CETA Director — Date 2-11-80

SUBGRANTEE'S NAME AND ADDRESS

PERATING BUDGET

ONTRACT NO. M.O.V.E. ADMINISTRATION 524

DMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
~~INDIRECT COST~~ Program Admin *	83,615	6,339	3,151	7,875	14,364
SALARIES & WAGES *	74,235	7,663	4,235	7,500	10,602
FRINGE BENEFITS *	22,717	2,515	2,412	2,220	2,511
FICA	3,649	378	351	369	403
Workers' Compensation	1,383	277	0	140	140
Retirement	8,601	878	607	869	1,122
Health & Life Insurance	8,342	905	1,412	763	763
Unemployment Compensation Insurance	742	77	42	79	83
TRAVEL/TRAINING *	4,400	198	0	347	347
Mileage Reimbursement	2,780	198	0	347	347
Out-of-Town Travel/Training	1,620	0	0	0	0
CONSULTANT & PROFESSIONAL SERVICES *	3,321	0	60	364	364
Bookkeeping	2,916	0	0	364	364
Legal	0	0	0	0	0
Program Technical Assistance	405	0	60	0	0
SPACE COST *	5,303	340	884	489	542
Rental of Land & Buildings	3,318	340	680	291	291
Utilities	515	0	35	60	60
Janitorial Services	1,227	0	138	138	138
Repairs to Buildings	243	0	31	0	53
CONSUMABLE SUPPLIES *	4,010	18	628	420	420
Office Supplies	3,524	18	620	360	360
Cleaning & Janitorial Supplies	486	0	8	60	60
COMMUNICATION COST *	2,877	0	115	345	345
Telephone & Telegraph	1,419	0	115	163	163
Postage	1,458	0	0	182	182
OTHER COST *	5,903	0	355	527	662
Photocopy & Xerox	4,218	0	80	527	527
Rental - Office Equipment	389	0	0	0	0
Maintenance & Repair - Equipment	810	0	275	0	135
Fiduciary & General Insurance	486	0	0	0	0
EQUIPMENT *	0	0	0	0	0
Office Equipment	0	0	0	0	0
Office Furniture & Fixtures	0	0	0	0	0
OTAL	206,381	17,073	11,840	20,087	30,157

DMINISTRATION

PERATING BUDGET

ONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

FEB	MAR	APR	MAY	JUNE	JULY +1,813	AUG +1,813	SEPT +1,814
7,875	7,875	7,875	7,875	7,875	4,170	4,170	4,171
7,500	7,500	7,500	7,500	7,500	2,245	2,245	2,245
2,220	2,220	2,220	2,220	2,220	653	653	653
369	369	369	369	369	101	101	101
140	140	140	140	140	42	42	42
869	869	869	869	869	260	260	260
763	763	763	763	763	228	228	228
79	79	79	79	79	22	22	22
752	347	752	347	752	51	456	51
347	347	347	347	347	51	51	51
405	0	405	0	405	0	405	0
450	364	450	364	450	122	209	124
364	364	364	364	364	122	122	124
0	0	0	0	0	0	0	0
86	0	86	0	86	0	87	0
489	542	489	542	489	201	148	148
291	291	291	291	291	87	87	87
60	60	60	60	60	20	20	20
138	138	138	138	138	41	41	41
0	53	0	53	0	53	0	0
420	420	420	420	420	140	140	144
360	360	360	360	360	120	120	126
60	60	60	60	60	20	20	18
345	345	345	345	345	114	114	119
163	163	163	163	163	54	54	55
182	182	182	182	182	60	60	64
527	662	527	662	527	921	305	228
527	527	527	527	527	175	175	99
0	0	0	0	0	130	130	129
0	135	0	135	0	130	0	0
0	0	0	0	0	486	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
20,578	20,276	20,578	20,276	20,578	8,617	8,440	7,882

Subgrantee's Name and Address

Yolo County Schools
313 Fourth Street
Woodland, CA 95695

Phone 666-0925

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDETING

Positions and Salaries Schedule

Period From 10-1-79 To 9-30-80

Contract No.

Title/Subtitle

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA-TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
J. Moreno, Director	1,640	81	12	15,936			15,936						
N. Carlton, Planner	1,513	81	12	14,708			14,708						
D. Herrera, Office Manager	1,424	40	12	6,921			6,921						
M. Espinoza, Office Mgr.	1,264	40	12	6,141			6,141						
S. Fiedler, M.I.S.	995	81	12	9,674			9,674						
M. Hernandez, Secretary	1,080	61	12	7,873			7,873						
R. Gonzales,Clerk Typist	717	61	12	5,224			5,224						
Davis Office/Clerk Typist	668	61	9	3,652			3,652						
G. Billikopf STIP Ag. Training Specialist	1,014	40	10	4,106			4,016						
TOTAL				74,235			74,235						

SUBGRANTEE NAME AND ADDRESS

Yolo County Schools

313 Fourth Street

Woodland, CA 95695

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Trave Schedule

Period From 10-1-79 To 9-30-80

Contract No. _____

POSITION OF TRAVELING STAFF	MILEAGE REIMBURSEMENT					OUT OF TOWN (ADMIN.)			TOTAL	
	MILES PER WEEK	NO. OF WKS.	COST PER MILE	TOTAL ADMIN.	TOTAL NON-ADMIN.	PROJ. NO. OF TRIPS	COST PER TRIP	TOTAL	ADMIN.	NON-ADMIN.
Director	49	52	.20	510		2	162	324	324	
Planner	36	52	.20	374		2	162	324	324	
Office Manager	36	52	.20	374		2	162	324	324	
Office Manager	49	52	.20	510		2	162	324	324	
M.I.S.	49	52	.20	510		2	162	324	324	
E-Yolo Clerk/Typist	36	52	.20	374						
W-Yolo Secretary	4	52	.20	42						
Davis Clerk/Typist	11	39	.20	86						
TOTALS	X	X	X	2780		X	X	1620	1620	

Subcontractee's Name and Address

Yolo County Schools

313 Fourth Street

Woodland, CA 95695

Phone 666-0925

PROJECT ADMINISTRATION 971

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDETING

Positions and Salaries Schedule

Period From 10-1-79 To 9-30-80

Contract No.

Title/Subtitle

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA-TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
M. Medina Secretary/Personnel	1,276	23.9	12	3,662			3,662						
K. Saeed Accounting Officer	1,141	71.8	12	9,826			9,826						
P. Haaby Account Clerk	774	71.8	12	6,666			6,666						
F. Matos Account Clerk	717	71.8	12	6,175			6,175						
J. Vargas Account Clerk(Part-time)	717	32.3	12	2,779			2,779						
W. Howering Fiscal Officer	1,550	71.8	12	13,348			13,348						
F. Honnold Assistant Super of Schools	2,525	23.9	12	7,249			7,249						
TOTAL				49,705			49,705						

PROJECT ADMINISTRATION POOL 97

PERATING BUDGET

ONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Schools
313 Fourth Street
Woodland, California 95695

DMINISTRATION	TOTAL	OCT	New Total	DEC	JAN
INDIRECT COST			0		
SALARIES & WAGES			49,705		
FRINGE BENEFITS			13,898		
FICA			2,432		
Workers' Compensation			926		
Retirement			5,529		
Health & Life Insurance			4,514		
Unemployment Compensation Insurance			497		
TRAVEL/TRAINING			285		
Mileage Reimbursement			285		
Out-of-Town Travel/Training			0		
CONSULTANT & PROFESSIONAL SERVICES			12,486		
Bookkeeping			6,889		
Legal			5,597		
Program Technical Assistance			0		
SPACE COST			2,639		
Rental of Land & Buildings			1,766		
Utilities			442		
Janitorial Services			431		
Repairs to Buildings			0		
CONSUMABLE SUPPLIES			977		
Office Supplies			718		
Cleaning & Janitorial Supplies			259		
COMMUNICATION COST			1,149		
Telephone & Telegraph			718		
Postage			431		
OTHER COST			2,476		
Photocopy & Xerox			2,153		
Rental - Office Equipment			0		
Maintenance & Repair - Equipment			108		
Fiduciary & Cereral Insurance			215		
EQUIPMENT			0		
Office Equipment			0		
Office Furniture & Fixtures			0		
TOTAL			83,615		

M.O.V.E. ADMINISTRATION INCOME FROM PRIME 79-80

II-B	151,105
YCCIP	1,402
YETP WOODLAND	8,958
YETP WASHINGTON	10,630
HIRE II	4,739
STIP	20,994
YETIP/TAPE	3,113
TOTAL 1/8/80	200,941
1/25/80 Prorate 8 mos.	5,440
	206,381

Displaced Homemakers

8161 ÷ 12 = 680 mo. 79-80

8 mo.

5,440

BK

agree

AGREEMENT NO. 80-93

(Agreement Regarding Property Tax Adjustment)

THIS AGREEMENT executed this 11th day of March, 1980, by and between the City of Woodland, a municipal corporation, State of California, hereinafter referred to as CITY, and the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

I. RECITALS:

A. Section 99 of the California Revenue and Taxation Code, as amended by Chapter 1161 of the Statutes of 1979, requires each city and county to agree to a negotiated exchange of property tax revenues prior to the effective date of any jurisdictional change in public agencies other than a city incorporation or formation of a district.

B. Revenue and Taxation Code Section 99 further requires the board of supervisors to negotiate any exchange of property tax revenues on behalf of any special districts whose service area or service responsibility would be affected by such a jurisdictional change.

C. On November 26, 1979, the Yolo County Local Agency Formation Commission approved the annexation of territory to City. The annexation was designated as the East and Gibson Area Annexation.

D. On February 11, 1980, the Yolo County Local Agency Formation Commission approved a reorganization consisting of the annexation of territory to CITY and the detachment of the same territory from the Springlake Fire Protection District. The proceeding was designated as the Dodd's Reorganization.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

E. On February 11, 1980, the Yolo County Local Agency Formation Commission approved a reorganization consisting of the annexation territory to CITY and the detachment of the same territory from the Springlake Fire Protection District. The proceeding was designated as the Carrere Reorganization.

F. CITY and COUNTY have negotiated the matter of the exchange of property tax revenues to be exchanged as a result of each of the three proceedings noted above.

II. AGREEMENTS:

A. CITY and COUNTY hereby agree that no property tax revenues shall be exchanged between COUNTY and CITY and the Springlake Fire Protection District due to the East and Gibson Area Annexation to CITY, due to the Dodd's Reorganization, or due to the Carrere Reorganization for the 1979-80 fiscal year. For the 1980-81 fiscal year, there shall be an exchange of property tax revenues among the three affected agencies for each of the three jurisdictional changes. For such year, the Springlake Fire Protection District shall not receive any share of the property tax revenues derived from the territory subject to any of the three jurisdictional changes. For the 1980-81 fiscal year, the respective portions of the property tax revenues derived from the territory subject to the three jurisdictional changes shall be determined according to the following calculations:

(a) By using tax rate equivalents, CITY and COUNTY shall determine the total amount of property tax revenue allocated in 1979-80 to CITY and COUNTY derived from all property within the boundaries of CITY as those boundaries existed on January 1, 1980.

(b) CITY and COUNTY shall determine the relative proportions of the

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

total determined by paragraph (a) above received by each such agency for the 1979-80 fiscal year.

(c) For the 1980-81 fiscal year, CITY and COUNTY shall receive the same relative proportion of the property tax revenue available to COUNTY derived from the territory subject to each of the three jurisdictional changes as determined in paragraph (b) above. The property tax revenues to be so divided shall be those available to COUNTY within the territory subject to each of the three jurisdictional changes. Those revenues available to COUNTY within each such territory shall be deemed to include the tax rate equivalent previously authorized for the Springlake Fire Protection District for the 1979-80 fiscal year and any other tax rate equivalents allocated to COUNTY for the 1979-80 fiscal year for each such territory.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

COUNTY OF YOLO

BY Tenyla J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

CITY OF WOODLAND

BY _____

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

B/L

AGREEMENT NO. 80-94

(Agreement Regarding Property Tax Adjustment)

THIS AGREEMENT executed this 11th day of March, 1980, by and between the City of Davis, a municipal corporation, State of California, hereinafter referred to as CITY, and the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

I. RECITALS:

A. Section 99 of the California Revenue and Taxation Code, as amended by Chapter 1161 of the Statutes of 1979, requires each city and county to agree to a negotiated exchange of property tax revenues prior to the effective date of any jurisdictional change in public agencies other than a city incorporation or formation of a district.

B. Revenue and Taxation Code Section 99 further requires the board of supervisors to negotiate any exchange of property tax revenues on behalf of any special districts whose service area or service responsibility would be affected by such a jurisdictional change.

C. On January 2, 1980, the Yolo County Local Agency Formation Commission approved the annexation of territory to City. The annexation was designated as the South Davis Research Park Annexation to the City of Davis.

D. CITY and COUNTY have negotiated the matter of the exchange of property tax revenues to be exchanged as a result of said annexation.

II. AGREEMENTS:

A. CITY and COUNTY hereby agree that no property tax revenues shall be exchanged between COUNTY and CITY and the East Davis Fire Protection District due to the said annexation for the 1979-80 fiscal year. For the 1980-81 fiscal

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(916) 666-8211

year, there shall be an exchange of property tax revenues among the three agencies. For such year the East Davis Fire Protection District shall not receive any share of the property tax revenues derived from the territory subject to the annexation. For the 1980-81 fiscal year, the respective portions of the property tax revenues derived from the territory subject to the annexation shall be determined according to the following calculations:

(a) By using tax rate equivalents, CITY and COUNTY shall determine the total amount of property tax revenue allocated in 1979-80 to CITY and COUNTY derived from all property within the boundaries of CITY as those boundaries existed on January 1, 1980.

(b) CITY and COUNTY shall determine the relative proportions of the total determined by paragraph (a) above received by each agency for the 1979-80 fiscal year.

(c) For the 1980-81 fiscal year, CITY and COUNTY shall receive the same relative proportion of the property tax revenue available to COUNTY derived from the territory subject to the annexation as determined in paragraph (b) above. The property tax revenues to be so divided shall be those available to COUNTY within the territory subject to the annexation. Those revenues available to COUNTY within such territory shall be deemed to include the tax rate equivalent previously authorized for the East Davis Fire Protection District for the 1979-80 fiscal year and any other tax rate equivalents allocated to COUNTY for the 1979-80 fiscal year for each such territory.

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OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 1271
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

COUNTY OF YOLO

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

BY Tengla J Thompson

CITY OF DAVIS

BY _____

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 307
WOODLAND, CA 95695
(916) 666-8211

STANDARD AGREEMENT — STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

CONTRACTOR
STATE AGENCY
DEPT. OF GEN. SER.
CONTROLLER

Yolo County Agreement No. 80-95

THIS AGREEMENT, made and entered into this 1st day of July, 19 80, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
DIRECTOR	DEPARTMENT OF FOOD AND AGRICULTURE	9055

hereinafter called the State, and

COUNTY OF YOLO

hereinafter called the Contractor.

WITNESSETH That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Contractor shall perform enforcement services in accordance with the attachment described as "Method of Procedure for Enforcement of Department of Food and Agriculture Standards and for Surveillance of Eggs to U.S. Standards", which is identified as Exhibit 'A' and by this reference made a part hereof.

This agreement shall be for a one (1) year period commencing July 1, 1980, and terminating June 30, 1981.

The total compensation payable hereunder for the period of this agreement shall not exceed $ 662.00.

This agreement may be cancelled by either party upon thirty (30) days written notice or upon termination of funding by the United States Department of Agriculture. Should the agreement be terminated, payment shall be made for work performed up to the effective date of termination.

Notice to the Agricultural Commissioner of said county shall be deemed notice to the County. Notice to the Chief, Egg and Poultry Quality Control in Sacramento shall be deemed notice to the Director of Food and Agriculture.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

Over

APPROVED AS TO FORM
MARK L. WOLFF
COUNTY COUNSEL
By [signature]
Deputy

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: DEPARTMENT OF FOOD AND AGRICULTURE	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): COUNTY OF YOLO
BY (AUTHORIZED SIGNATURE): [signature]	BY (AUTHORIZED SIGNATURE): [signature]
TITLE: Business Service Officer	TITLE: Chairman Yolo County Board of Supervisors
	ADDRESS: P. O. Box 1098, Woodland, CA 95695

CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR

Department of General Services Use ONLY

GEN. SERV. DEPT. APPROVAL NOT REQUIRED PER SAM 1206

FILED
JUL 11 1980
PETER McNAMEE, Clerk
By [signature] Deputy

AMOUNT ENCUMBERED: $ 662.00
CONTINUING APPROPRIATIONS AGRICULTURAL CODE SECTION 221
UNENCUMBERED BALANCE: $
ITEM | CHAPTER | STATUTES | FISCAL YEAR: 80/81
ADJ. INCREASING ENCUMBRANCE: $
FUNCTION: INSPECTION SERVICES/EPQC
ADJ. DECREASING ENCUMBRANCE: $
7-05-309-40-645
LINE ITEM ALLOTMENT: Contractual Services

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: [signature] DATE: 3/25/80

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY | DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

The attached Fair Employment Practices Addendum is by this reference made a part hereof.

This agreement shall not be considered effective unless signed by both parties and approved by the Department of General Services unless exempted from that approval.

This agreement is contingent upon the passage by the State of California Legislature of an appropriation from which expenditure thereunder legally may be met and shall not obligate the State of California upon failure of the Legislature to so appropriate.

EXHIBIT 'A'

METHOD OF PROCEDURE FOR ENFORCEMENT OF DEPARTMENT OF FOOD AND AGRICULTURE STANDARDS AND SURVEILLANCE OF EGGS TO U. S. STANDARDS:

PART I - THE STATE -

a) through the State Supervising Inspector will assume responsibility for coordinating the training and supervision of inspectors/biologists, interpretation and application of grades, and methods of making inspections.

b) through the Federal Supervising Inspector will issue Federal licenses to such qualified inspectors/biologists as may be employed by the County Department of Agriculture for work to be done under their agreement that requires a Federal license.

c) will provide for the collection of the necessary fees either directly or through the Federal trust fund.

d) will compensate the County for the following services:

1. CALIFORNIA ENFORCEMENT (Mill Fee) -
An amount based upon the number of cases of eggs available for inspection at packing, distribution and retail outlets from the total designated mill fee monies available for distribution. Total amount payable under this portion of this agreement shall not exceed:

$ 662.00

2. USDA SURVEILLANCE -
$53 for each original mandatory USDA surveillance visit that is required to be made within the county. The total amount payable under this portion of this agreement shall not exceed:

$ -

PART II - THE COUNTY DEPARTMENT OF AGRICULTURE -

a) will maintain time slips for each inspector/biologist on a daily basis showing the number of hours spent performing services under this agreement together with copies of official certificates as specified by the Director and any other records as required giving a summary of work performed.

b) will keep a separate and complete account of all receipts or expenditures of monies and all time slips for the work done under this agreement, and the Department of Food and Agriculture shall have an opportunity to audit these records periodically. The audit shall cover the terms and provisions of this agreement and the report shall contain a statement of financial condition. These records shall be accessible to the State supervising inspectors at all times. All such receipts, time slips, and other records as required by the Director shall be maintained and kept by the county until audited. However, in no case, even though not audited, shall the county be required to maintain any records for a period to exceed three (3) years.

c) will, on a quarterly basis, submit to the Director an invoice for the work performed showing the number of mandatory USDA surveillance visits.

d) will request quarterly payments be made upon completion of the minimum workload requirements for mill fee enforcement as follows:

Cases of eggs available for inspection at wholesale 23,466.

Minimum number of cases of eggs to be inspected quarterly 88.

Cases of eggs available for inspection at retail 80,830.

Minimum number of cases of eggs to be inspected quarterly 506.

e) will furnish the necessary inspection equipment, transportation, office space, expenses and supplies, and clerical help for carrying on the inspection work under this agreement.

f) will use only federally-licensed personnel to inspect eggs for USDA surveillance enforcement.

PART III - ADDITIONAL PROVISIONS -

a) the appropriate Federal or State supervisors will have the right to enter the county at any time where work is being done under this agreement to observe the actual inspection of eggs.

b) all licensed certified inspectors/biologists shall adhere to current regulations in 7 CFR, Part 56, Grading of Shell Eggs and United States Standards, Grades, and Weight Classes for Shell Eggs, California Department of Food and Agriculture Code, Regulations, Inspection Manual and inspection procedures.

c) State and County personnel will keep each other informed on all activities pertaining to inspections made pursuant to this agreement.

d) in the performance of services, the State shall be responsible for any liability resulting from the negligent or wrongful acts or omissions of its officers, agents, and employees, and the County shall be responsible for any liability resulting from the negligent or wrongful acts or omissions of its officers, agents, and employees.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

See Labor Code Sections 1411 - 1432.5 for further details.

FILED
MAR 20 1980
PETER McNAMEE, Clerk
By [signature]
DEPUTY

YOLO COUNTY AGREEMENT NO. 80-96

AGREEMENT FOR LEGAL SERVICES

ASSESSMENT DISTRICT NO. 117
BRYTE ASSESSMENT DISTRICT NO. 1

This is an agreement for legal services between the COUNTY OF YOLO, a political subdivision of the State of California, and STURGIS, NESS, BRUNSELL & SPERRY a professional corporation, Attorneys at Law, Emeryville, California, referred to as Bond Counsel.

1. County retains Bond Counsel as special counsel to perform the following legal services relating to Assessment District No. 117, Bryte Assessment District No. 1, County of Yolo, California.

(a) Preparation of all forms of resolutions, notices, affidavits, and other documents required by the Municipal Improvement Act of 1913, including the legal format of the engineer's report required by Section 10204.

(b) The preparation of written instructions to the County Clerk and other staff members concerning the performance of legally-required duties.

(c) Review of documents prepared by the County Surveyor-Director of Public Works staff or consulting engineers, including boundary map, assessment diagram, assessment roll, and the general provisions of construction specifications.

(d) Attendance at the public hearing on the engineer's report (including continuances of the hearing, if any).

(e) Attendance at all other meetings of the Board of Supervisors at which matters relating to Assessment District No. 117, Bryte Assessment District No. 1, County of Yolo, California, are considered, except routine matters.

(f) Attendance at staff meetings or meetings of property owners, upon the request of the County, after reasonable notice.

(g) Telephone consultation with staff members and property owners to answer legal questions about the assessment proceedings.

(h) Preparation of the construction contract and notice inviting bids, if required, and review of contract bonds and insurance documents.

(i) Arrangements for the printing of improvements bonds to represent unpaid assessments, including the printing of a bond register and, if required, assessment installment notices.

(j) The preparation of a record of assessment installments for the use of the County Treasurer, if required.

(k) Arrangements for the sale of improvement bonds either by negotiation or by public bid, at the option of County, including a review of financial disclosure requirements and, if required, the preparation of the notice inviting bond bids.

(l) The preparation of bond delivery documents.

(m) The rendition of a legal opinion on the validity of the improvement bonds and the proceedings leading to their issuance.

2. The services of Bond Counsel under this agreement shall exclude the following:

(a) Legal services in connection with the acquisition of interests in real property, either through negotiation or through exercise of the power of eminent domain.

(b) Legal services in connection with litigation.

The performance by Bond Counsel of services excluded by this paragraph, if requested by County, shall be under separate oral or written agreement.

3. In consideration of the services set forth in paragraph 1, County shall pay the following fee and costs:

(a) The legal fee of Bond Counsel shall be a scaled percentage of the project cost set forth in the engineer's report as finally approved under Section 10312 of the Streets and Highways Code. The "project cost" shall be deemed to include estimated construction cost, estimated or actual payment for the acquisition of existing improvements and real property, payments to other public agencies or utilities, capacity charges, and contingency amounts. The "project cost" shall be deemed to exclude engineering, legal, right-of-way and other consulting or professional fees, inspection fees, bond printing costs, allowance for selling improvement bonds at a discount, and any other incidental expenses of the project.

(b) The legal fee shall be an amount equal to three percent (3%) of that portion of project cost not exceeding $1 million, plus two percent (2%) of that portion of project cost exceeding $1 million but not exceeding $2 million. The fee shall not be less than $1,500.

(c) The cost of other services for which Bond Counsel makes arrangements under this agreement (such as bond printing costs) shall be billed to the County and shall be paid by the County directly to the payee.

(d) Payment by County of the legal fee is contingent upon the levy of assessments and the sale and delivery of improvement bonds representing unpaid assessments in Assessment District No. 117, Bryte Assessment District No. 1. If for any reason, assessments are not confirmed and bonds delivered, Bond Counsel shall not be paid the legal fee, but the costs set forth in subparagraph (c) shall be paid. The legal fee is payable upon delivery of the bonds.

4. Bond Counsel certifies that it has no interest, either direct or contingent, in any property or contract arising from or affected by Assessment District No. 117, Bryte Assessment District No. 1, except as Bond Counsel under this agreement. Bond Counsel does not represent any owner of property within the proposed boundaries of this assessment district, and heretofore has received no fee from any source for services connected with the project.

Dated: March 18, 1980.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year above written.

COUNTY OF YOLO, a political subdivision of the State of California

Tenyle J. Thompson
Chairman, Board of Supervisors,
County of Yolo, California

ATTEST:

PETER McNAMEE, County Clerk
Yolo County, California

APPROVED AS TO FORM:

Yolo County Counsel

STURGIS, NESS, BRUNSELL & SPERRY
a professional corporation

Robert Brunsell
Robert Brunsell

RESOLUTION NO. 80-51

RESOLUTION APPROVING AGREEMENT FOR LEGAL SERVICES

ASSESSMENT DISTRICT NO. 117
BRYTE ASSESSMENT DISTRICT NO. 1

CERTIFIED COPY

The Board of Supervisors of the County of Yolo resolves:

This Board approves that certain agreement between the COUNTY OF YOLO and STURGIS, NESS, BRUNSELL & SPERRY a professional corporation, for services of that firm as Special Bond Counsel for Assessment District No. 117, Bryte Assessment District No. 1, County of Yolo, California, dated March 18, 1980, and attached to this resolution.

The Chairman of the Board of Supervisors is authorized to sign the agreement and the County Clerk is authorized to attest its execution.

* * *

PASSED AND ADOPTED this 18th day of March, 1980, by the following vote:

AYES: Black, DeMars, Marchand, Edmonds, Thompson.

NOES: None.

ABSENT: None.

Tenyla J. Thompson
Chairman, Board of Supervisors

ATTEST:
PETER McNAMEE, County Clerk
Yolo County, California

Jan Orser

FILED
MAR 18 1980
PETER McNAMEE, Clerk
By Jan Orser
DEPUTY

STATE of CALIFORNIA } SS.
COUNTY of YOLO

The Foregoing Instrument Is A Correct Copy
Of The Original On File In This Office.
ATTEST March 27, 80
By Pete E. Lucas
Deputy

FILED 86

MAR 20 1980

PETER McNAMEE, Clerk
By Jan Orser
DEPUTY

YOLO COUNTY AGREEMENT NO. 80-97

THIS AGREEMENT made and entered into this 18th day of March, 1980, by and between the EAST YOLO FIRE PROTECTION AGENCY, hereinafter referred to as Lessor, and COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as Lessee.

WITNESSETH:

1. DESCRIPTION. LESSOR hereby leases to Lessee, and Lessee hereby hires, on the terms and conditions hereinafter set forth, the premises and its appurtenances situated in the County of Yolo, more commonly known as 317 Third Street, Broderick, California.

2. TERM.

A. The term of this lease shall be Three (3) years, commencing July 1, 1979.

B. This lease shall terminate without further notice on the 30th day of June, 1982.

3. RENT. Lessee shall pay Lessor, without deduction or offset, rent in the sum of TWENTY-FIVE THOUSAND and NO/100 ($25,000.00) DOLLARS, on or before February 1, 1980 for the first year; TWENTY-FIVE THOUSAND and NO/100 ($25,000.00) DOLLARS on or before February 1, 1981 for the second year; and TWENTY-SIX THOUSAND and NO/100 ($26,000.00) DOLLARS, on or before February 1, 1982 for the third year. Each such annual rental payment shall become due only in consideration of the right to possess, occupy and use the premises and improvements during the year.

4. USE. The premises shall be used and occupied for the purpose of Sheriff's offices, meeting rooms, and other related functions of Lessee, and for no other purpose. The demised premises further include the use by Lessee of five parking spaces in the parking area of the building in which the demised premises are situtated.

5. UTILITIES. Lessee shall pay all charges for all utilities and assessments, including but not limited to: gas, water, sewer, garbage, electricity, air conditioning, and heat.

6. REPAIRS, ALTERATIONS AND MAINTENANCE.

A. Lessor agrees to maintain and repair the exterior walls, any repairs involving the physical integrity of the building, major repairs to the sewerlines, plumbing, electrical service and circuits, roof, heating, air conditioning, and hot water heating to the extent such repairs are beyond the ability of Lessee's normal maintenance employees to repair.

B. Lessee agrees to maintain the appearance of the exterior premises of said building, and the parking lot, in a clean and neat condition, to repair non structural damage to interior walls, to make all minor repairs, including but not limited to plumbing, electrical service and circuits; heating; air conditioning; hot water heating to the extent possible within the ability of Lessee's normal maintenance employees to make such repairs.

C. Lessee will not commit, or suffer to be committed, any waste upon the said premises, or any public or private nuisance and maintain the premises in the condition as it existed upon occupancy.

D. Lessee will make any desired alterations of the said premises, or any part thereof, only upon prior written consent of the Lessor first had and obtained, and that any additions to, or alterations of, the said premises, except movable furniture, shall become at once a part of the realty and belong to the Lessor.

7. DAMAGE OR DESTRUCTION BY FIRE, WAR, OR ACTS OF GOD. If the premises leased herein, and/or the office building in which said premises are located, are destroyed or damaged by fire, acts of war, or Acts of God (including earthquake),

to such an extent that they are rendered untentable in whole or in substantial part, Lessor has the option of rebuilding or repairing the same, which option shall be exercised by the giving of written notice to Lessee within sixty (60) days after the occurrence of such damage of intention to rebuild or repair the premises or part so damaged. If Lessor elects to rebuild or repair the premises and does so without unnecessary delay, Lessee shall remain bound by this lease, except that during such period, the rent of the premises leased herein shall be abated in the same proportion that the portion of the premises rendered unfit for occupancy by Lessee shall bear to the whole of the lease premises. If Lessor fails to so give notice of intent to repair, Lessee shall have the right to declare this lease terminated and null and void.

8. DEFAULT. If either party to this instrument fails and neglects to perform any covenant to be performed by him, the other party hereto may terminate this lease by giving thirty (30) days' written notice of such termination for such default.

9. TAXES. Lessor agrees to pay any taxes which are owing or due during the term of this lease.

10. EXCULPATORY CLAUSE. Lessee agrees to indemnify and save Lessor harmless from and against any and all claims arising from any act, ommission, or negligence of Lessee, or its contractors, licenses, agents, servants, employees, business invitees, guests, detainees, or persons under the control of Lessee. Lessee will hold Lessor exempt and harmless from any damage or injury to any person, or to the goods, wares and merchandise of any person, arising from the use of the premises by Lessee, or from the failure of Lessee to keep the premises in good condition and repair, as herein provided.

11. INSURANCE. During the term of this Lease, Lessee shall, at its own expense

insure Lessor and Lessee against liability for injury for persons and property, and for death of persons arising from any accident, injury or damage occurring in, on, or about the premises, or any portion of them arising from any act, omission, or negligence of Lessee or its contractors, licensees, agents, servants, employees, business invitees, guests, detainees, or persons under the control of Lessee.

12. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Lease, or any interest therein, and shall not lease or underlet the said premises, or any part thereof, or any right or privilege appurtenant thereto without the written consent of the Lessor first had and obtained, and that a consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting. It is hereby mutually covenanted and agreed that, unless such written consent thereto has been so had and obtained, any assignment or transfer, or attempted assignment or transfer, of this Lease or of any interest therein, or underletting, either by voluntary or involuntary act of the Lessee or by operation of law or otherwise, shall, at the option of the Lessor, terminate this Lease; and any such purported assignment, transfer, or underletting, without such consent, shall be null and void.

13. NOTICES. All notices to be given to Lessee by Lessor shall be given in writing filed with the County Clerk, County of Yolo, Courthouse, Woodland, California, or by depositing the same in the United States mail, postage prepaid, and addressed to the County Clerk, County of Yolo, P.O. Box 1098, Woodland, California 95695. Notices to Lessor shall be given in writing personally or by depositing the same in the United States Mail, postage prepaid, and addressed to Lessor at 132 Fifteenth Street, West Sacramento, California 95691.

14. CONDITIONAL LIMITATIONS. Each term and each provision of this Lease

shall be construed to be both a covenant and a condition.

15. WAIVER. One or more waivers by Lessor of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. Lessor's consent to or approval of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent similar act by Lessee.

16. CONSTRUCTION. The marginal headings or title to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

17. BINDING ON SUCCESSORS. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of both parties.

18. TERMINATION UPON BREACH OF COVENANT.

A. Lessor may at his option terminate this Lease on Lessee's breach of any term, condition, or covenant hereof, on giving thirty (30) days' written notice of such termination to Lessee.

B. Lessee may at his option terminate this Lease on Lessor's breach of any term, condition, or covenant hereof, giving thirty (30) days' written notice of such termination to Lessor.

19. OPTION TO RENEW/EXTEND AGREEMENT. Lessee is hereby granted and shall, if not at the time in default under this agreement, have an option to renew or extend the term of this agreement for additional period of two (2) years from the expiration hereof, but otherwise on the same terms and conditions and covenants herein contained except that the rent to be paid by the Lessee to Lessor shall be the sum of TWENTY-SEVEN THOUSAND and NO/100 ($27,000.00) DOLLARS

for the first year of said extension; and TWENTY EIGHT THOUSAND and NO/100 ($28,000.00) DOLLARS for the second year of said extension. Lessee shall give notice of its intent to exercise said option in writing no earlier than six (6) months prior to the expiration of the term of this Lease and no later than three (3) months prior to the expiration of the term of this Lease.

20. HOLD OVER. Any holding over after any term of this Lease, with the consent of Lessor, shall be construed to be a tenancy from month to month, at a rental of TWO THOUSAND SIX HUNDRED AND NO/100 ($2,600.00) DOLLARS a month, and shall otherwise be on the terms and conditions herein specified, so far as applicable, with the exception that there shall be no renewal rights.

21. PROPERTY FREE OF LIENS. Lessee shall keep the demised premises and the property in which the demised premises are situated, free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

22. COMPLIANCE WITH LAW. Lessee shall, at his sole cost and expense, comply with all of the requirements of all Municipal, State and Federal authorities, or any other government authority, now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all Municipal ordinances and State and Federal statutes, or governmental rules, regulations or directives, now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be a party thereto or not, that Lessee has violated any such ordinance or statute or rules in the use of the premises, shall be conclusive of that fact as between Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the

day and year first above written.

LESSEE:

COUNTY OF YOLO, a political subdivision of the State of California

by: Temple J. Thompson
Chairman of the Board of Supervisors

LESSOR:

EAST YOLO FIRE PROTECTION AGENCY

by: Milton A. Jones
Chairman of the Board

WASHINGTON FIRE PROTECTION AGENCY

by: Ernest H. Otto
Chairman of the Board

Approved as to Form
Date .....
County Counsel of Yolo County

- BK

FILED

MAR 28 1980

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 80-98

VOTER REGISTRATION OUTREACH PROGRAM

This agreement, dated the 25th day of March, 1980, by the County of Yolo, will refer hereinafter to the County of Yolo as "COUNTY" and to the United Christian Centers as Center.

RECITALS:

A. COUNTY desires to register all of Yolo County's eligible voters through the execution of door-to-door voter registration campaigns, and through other plans of solicitation that it may devise during the course of this program.

B. Center is a non-profit organization capable of executing such a program.

C. Center will execute such Voter Registration drives in areas that the County Clerk's office designates. It will conduct these drives with its own supervision. COUNTY will provide Center with Voter Registration cards, area maps, and brief instructions.

D. Center agrees to carry out the execution of the program described herein, under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. Center shall provide within their resource limitations those services described in Exhibit A which is attached hereto and incorporated by this reference.

2. ASSIGNMENT OR SUBLETTING No performance of this agreement or any portion thereof may be assigned or subcontracted without the express written consent of COUNTY.

3. TERMINATION Center has the right to terminate this agreement at its sole dicretion upon thirty (30) days' written notice to COUNTY. COUNTY shall have the right to terminate this agreement at any time upon written notice to Center.

4. TIME Satisfaction of the intentions of this program depends on strict timing and expedience.

5. LAWS Center shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits.

6. Center shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits discrimination of the basis of sex, race, religion, age, handicap, ethnic background, or sexual orientation in providing services under this agreement.

7. SUCCESSORS This agreement shall bind the successors of each of the parties.

8. PAYMENT The County agrees to pay the Center $.50 per proper completed voter registration card the Center returns to the County in accordance with the covenants, conditions, agreements, and stipulations stated this agreement.

9. TERM The term of this contract shall commence on the 28th day of March, 1980, and end in accordance with the termination clause.

10. SEVERABILITY OF PROVISIONS If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

11. EXCULPATORY CLAUSE Center shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability cost, and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation, or themselves, who may be injured by Center in the performance of this agreement.

12. It is specifically understood that Center is an independent contractor and is not subject to the direction and control of COUNTY except as to final results. Center shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to, with holding and Social Security. Center agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the federal or state government as a consequence of this contract.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:
COUNTY OF YOLO, a political subdivision of the State of California

BY _____
Vice-Chairman of the Board of Supervisors
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
Peter McNamee, CLERK

By _____ Deputy

BY _____
Director, United Christian Centers

APPROVED AS TO FORM
CHARLES R. MACK
County Counsel

By _____

EXHIBIT A

VOTER REGISTRATION OUTREACH PROGRAM

VOTER REGISTRATION OUTREACH PROGRAM
WOODLAND CITY POLICE CADETS

Program

The purpose of the program is to register voters in Yolo County through door-to-door solicitation in areas targeted by the County Clerk's office, and through any other plans devised during this program by the County Clerk's office which have been agreed upon by the United Christian Centers.

This program is non-partisan and intended to register all willing residents of Yolo County who are eligible to register.

BK

Yolo County Agreement No. 80-99

THIS AGREEMENT, made and entered into this 1st day of July, 19 79, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting,

County Project Number: 57-00575-03000-0-01

Supt. of Public Instruction — AGENCY: California State Department of Education — NUMBER: CD-0000

hereinafter called the State, and

Yolo County Department of Public Welfare

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be performed by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications)

RECEIVED
JUL 1 1980
Child Development

1. Statement of Work:
   The Contractor agrees to provide child development services in accordance with the provisions of and pursuant to those laws and regulations referenced on Exhibit A.
2. Period of Performance:
   This agreement is effective July 1, 1979, through and including June 30, 1980.
3. Cancellation:
   This agreement may be cancelled by either party upon 40 days prior written notice to the other party.
4. Fair Employment Practice:
   a. The Fair Employment Practice Addendum marked Appendix B, is attached hereto and by this reference incorporated herein.
   b. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of HEW effective June 3, 1977, and found in the Federal Register, Volume 42, Number 86, dated May 4, 1977.
5. Cost and Payment:
   a. The State agrees to pay the Contractor an amount not to exceed the sum of $ 2,205. Funding Source: Federal upon satisfactory completion of all work by the Contractor.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: State Department of Education	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)
BY (AUTHORIZED SIGNATURE): William D. Whiteneck	BY (AUTHORIZED SIGNATURE): Vice Chairman - Board of Supervisors
TITLE: William D. Whiteneck, Deputy Superintendent for Administration	ADDRESS: Yolo County Court House - Woodland

Department of General Services Use ONLY

FILED
OCT 28 1980
PETER McCUMBER, Clerk
By Jan Orser DEPUTY

AMOUNT ENCUMBERED: $ (see above)	APPROPRIATION: Child Dev. Program		FUND: General	
UNENCUMBERED BALANCE: $ Funds Available	ITEM: 328-a	CHAPTER: 259	STATUTES: 1979	FISCAL YEAR: 1979/80
AMT. INCREASING ENCUMBRANCE: $	FUNCTION: 03000			
AMT. DECREASING ENCUMBRANCE: $	LINE ITEM ALLOTMENT: 300			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER: [signature] — T.B.A. NO. — B.A. NO. — DATE: MAY 1 1980

I hereby certify that all statutory and contractual exemptions set forth in State administrative manuals have been complied with and that this contract is exempt from review by the Department of General Services.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE AGENCY: Editor's Copy — DATE: May 1, 1980

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

b. Reimbursement for services provided under this Agreement shall not exceed the direct costs incurred in providing child care/development services as defined in this Agreement. Up to a maximum of $1.36 per hour for children two years and older, and a maximum of $1.62 per hour for infants is allowed.

c. Reimbursement shall be made only for actual child care provider's fees and audit report costs. All other costs shall be claimed through the Department of Social Services, Administrative Expense Claims.

d. Payment by State shall not preclude a subsequent determination that all or a portion of such claims was disallowable. Within sixty (60) days after receipt of notification of a disallowed claim count, the contractor shall either (a) make repayment, or (b) notify the Office of Child Development of an exception to the disallowance.

6. TERMINATION

If funds provided by the Office of Child Development are insufficient for the provision of services by contractor for the entire term of this Agreement, contractor may, at such time as funds are exhausted, terminate its services as directed in the Department Social Service Regulations, Eligibility and Assistance Standards, Division 30 Section 30-302.5, and the Office of Child Development Guidelines.

7. CONTRACTOR RESPONSIBILITIES

The contractor agrees that all acts performed and services rendered under this Agreement shall be pursuant to, and in accordance with, applicable federal and state laws, regulations, guidelines, and standards. The contractor agrees:

a. To develop a County Plan for the purpose of delivering child care and development services in compliance with conditions set forth by the State Department of Social Services. Comprehensive Annual Services Program Plan.

b. To provide child care and development services to all eligible children regardless of sex, race, religion, or ethnic background. No program shall be used, in whole or in part, for religious worship or instruction. No funds herein provided may be used for general support of any sectarian school system.

c. To reimburse child care and development services costs defined in Education Code Section 8211 for eligible children of current recipients and income eligible families who qualify for reimbursement under Federal Social Services Regulations and the California Comprehensive Annual Services Program Plan.

d. To provide a payment system for child care and development services to eligible families or child care providers. The system shall include authorizing and processing of child care payments, making Federal Interagency Day Care Requirements (FIDCR) assessments of facilities where care is provided, and other services as necessary to meet the objectives of this Agreement.

e. To submit within 15 days of the end of each quarter a claim on a form provided by the Office of Child Development for all reimbursable expenses paid by contractor the preceeding quarter. (With the exception of the second quarter report, which is due 10 days after the quarter ends.)

f. To maintain a current record of children served and report the total costs paid under this Agreement as required by the State. The record shall include identification of service need, family income group, family public assistance identification numbers, the enrollment and attendance of each child in each type of child care delivery system covered by this Agreement, and other essential data as required by the Office of Child Development.

g. To provide care in the following types of facilities: (check facilities to be used)

(1) Child's own home-care provided by persons who are directly responsible to the caretaker relative [X]

(2) Licensed group care homes [X]

(3) Licensed family child care homes [X]

(4) Licensed nursery schools, day care, or child development centers [X]

(5) Other (please describe fully) [ ]

_____

_____

_____

_____

h. To submit a financial audit to the Department of Education by September 30, 1980, on the child care and development services provided pursuant to this agreement. An audit by the county auditor shall be acceptable.

8. INTERPRETATION OF CONTRACT

In the event of a conflict between the contractor and the State Department of Education regarding the interpretation of the laws and regulations governing this Agreement, the State Department of Education interpretation shall govern. The State Department of Education retains the right to monitor and review records pertaining to the county's expenditure control and payment system.

9. COMMUNICATIONS

For any communication regarding this Agreement contact:

a. Office of Child Development Assigned Consultant
State Department of Education
1500 - 5th Street
Sacramento, CA 95814
(916) 322-6241

b. County: Yolo

Contact Person: Del Zeiger, Program Manager

Address: P. O. Box 531, Woodland, CA 95695

Phone: 666-8491, Ext. 225

EXHIBIT A

RULES AND REGULATIONS FOR COUNTY WELFARE DEPARTMENTS

Title XX of the Social Security Act

Title 45 Code of Federal Regulations, Part 228

California Education Code Sections 8200 et. seq.

Office of Child Development Guidelines and any subsequent changes or addenda

Office of Child Development's Family Child Care Agency Assessment

Fiscal Compliance Review (Phase II)

Funding Terms and Conditions for Child Development Programs

Welfare and Institutions Code, Part 2 of Division 9

Federal Interagency Day Care Requirements

Agency Yolo Co Dept. Public Welfare

EXHIBIT C
BUDGET, 1979-80

A separate budget must be completed and submitted to the Office of Child Development for each type of program, and a copy maintained in agency files. It is understood that this is an estimate that will be subject to periodic changes throughout the term of the contract.

INSTRUCTIONS:

1. Indicate SDE contract amount and the budgeted expenditures in the various account classifications. Total at bottom of Column 1 may not exceed SDE contract amount.

2. Indicate planned expenditures of all budgeted other income including donations, rent subsidy, county child care maintenance of effort, special food reimbursement, fees, or any other income.

3. For contractors operating center and satellite programs, complete two budgets, one budget exhibit for the center based care and one budget for Family Day Care satellites.

Please refer to special State Department of Education Instructions on claiming indirect costs, use allowance, or depreciation.

TYPE OF PROGRAM (Check one only.)

___ General Child Care
___ School-Age Parenting
___ Campus Child Care
___ Migrant Child Care

Alternative Child Care (Check one only.)

___ Center Based Care
___ Family Day Care
X Vendor Payment
___ Resource and Referral

SDE CONTRACT AMOUNT

$ 2,825 E.V. 4/15/80

INCOME SOURCE

Donations	$
Food Reimbursement	
Rent Subsidy	
Maintenance of Effort	
12.5% Match (applicable to campus programs only)	
Parent Fees	
Other	
TOTAL	$

		(1) Child Development program expenditures	(2) Other planned expenditures
1000	ADMIN. AND TEACHING STAFF--TOTAL	$	$
	1100 Teachers' salaries		
	1200 School administrators' salaries		
	1300 Supervisors' salaries		
	1600 Physical and mental health personnel salaries		
	1900 Other salaries		
2000	OTHER PERSONNEL--TOTAL		
	2100 Assistant Teachers' and Aides' Salaries		
	2200 County Superintendent and School District Classified Salaries		
	2300 Clerical and Other Office Salaries		
	2400 Maintenance and Operations Salaries		
	2500 Food Service Personnel Salaries		
	2600 Transportation Pers. Salaries		
	2900 Other Classified Salaries		

Agency

		(1) Child Development program expenditures	(2) Other planned expenditures
3000	EMPLOYEE BENEFITS--TOTAL	$	$
	3100 State Teachers' Ret. System and Annuity Fund		
	3300 Old Age, Surv., Disability, and Health Insurance.		
	3410 Health and Welfare Benefits Teachers and Instructional Aides		
	3420 Health and Welfare Benefits for all Other Employees		
	3500 State Unemployment Insurance		
	3600 Worker's Compensation		
	3900 Other Benefits		
4000	BOOKS, SUPPLIES AND EQUIPMENT REPLACEMENT TOTAL		
	4100 Textbooks		
	4200 Other Books		
	4300 Instructional Supplies		
	4400 Instructional Media Material and Supplies		
	4500 Other Supplies		
	4600 Pupil Transportation Supplies		
	4700 Food Services		
	4710 Food		
	4790 Other Food Services		
	4800 Equipment Replacement		
5000	CONTRACTOR SERVICES & OTHER OPERATING EXP. TOTAL		2825
	5100 Contracts for Personal Service		
	5200 Travel, Conference, and Other Expenditures		
	5300 Dues and Membership		
	5400 Insurance		
	5410 Property Insurance		
	5420 Liability Insurance.		
	5430 Fidelity Bond Premium		
	5440 Pupil Insurance		
	5500 Utilities and Housekeeping Services		
	5600 Contracts, Rents, and Leases.		
	5610 Contracts		
	5620 Rents.		
	5630 Leases		
	5700 Legal, Election and Audit Expense		
	5710 Legal.		
	5730 Audit.		
6000	SITES, BUILDING, EQUIPMENT--TOTAL		
	6100 Sites and Improvement of Sites		
	6200 Buildings and Improvement of Buildings		
	6400 Instructional Equipment		
	6430 Food Service Equipment		
	6490 All Other Equipment		
	Indirect Costs--Approved Restricted Rate _____%		
	Facility/Equipment Use Allowance		
	Depreciation		
	TOTALS	$	$ 2825.

DLS 4/17/18

EXHIBIT B

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

   (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

   (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

See Labor Code Sections 1411 - 1432.5 for further details.

BK

FILED

MAR 28 1980

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 80-100

Woodland, CALIFORNIA

March 6, 1980, 1980

ROBERT F. MARTIN, RICHARD F. MARTIN, MYRIAL E. MARTIN AND ANABEL MARTIN

GRANTORS

RIGHT OF WAY CONTRACT

COUNTY HIGHWAY

Document No. 80-9 in the form of a Grant Deed, covering the following described property:

A portion of that part of the Northwest 1/4 of Section 7, Township 8 North, Range 3 East, M.D.B. & M., that lies North of the Southern Pacific Railroad right of way.

Said portion is all that part thereof described as follows: COMMENCING at the intersection of the North line of the Southern Pacific Railroad right of way and the Easterly right of way line of Mace Boulevard from which the Northwest corner of said Section 7 bears North 01°40'41" West 2,388.27 feet, said intersection also being distant 383.38 feet Northerly, measured at right angles from the base line at Engineer's Station "A2" 236+12.67 of the Department of Public Works' Survey from the Solano County line to Swingle, Road 111-YOL-6-A; thence from said point of commencement, North 02°17'44" West 198.14 feet along said Easterly right of way line of Mace Boulevard to the TRUE POINT OF BEGINNING; thence continuing along said right of way line the following four courses: 1.) North 02°17'44" West 30.06 feet, 2.) North 05°32'43" West 327.45 feet, 3.) North 04°19'59" East 100.12 feet, 4.) North 50°51'23" East 30.72 feet; thence South 05°26'30" West 120.29 feet; thence South 03°48'10" East 326.38 feet; thence South 02°17'44" East 30.06 feet; thence North 88°31'44" West 10.00 feet to the true point of beginning.

Containing 0.172 acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In considereation of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Yolo of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $2,752.00 for the property as conveyed by Grant Deed No. 80-9 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 78857 with Western Title Insurance Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefor.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: 3/6/80

Recommended for Approval
By _____

APPROVED AS TO FORM
_____, By _____
County Counsel

GRANTOR

Robert F. Martin
ROBERT F. MARTIN

Richard F. Martin
RICHARD F. MARTIN

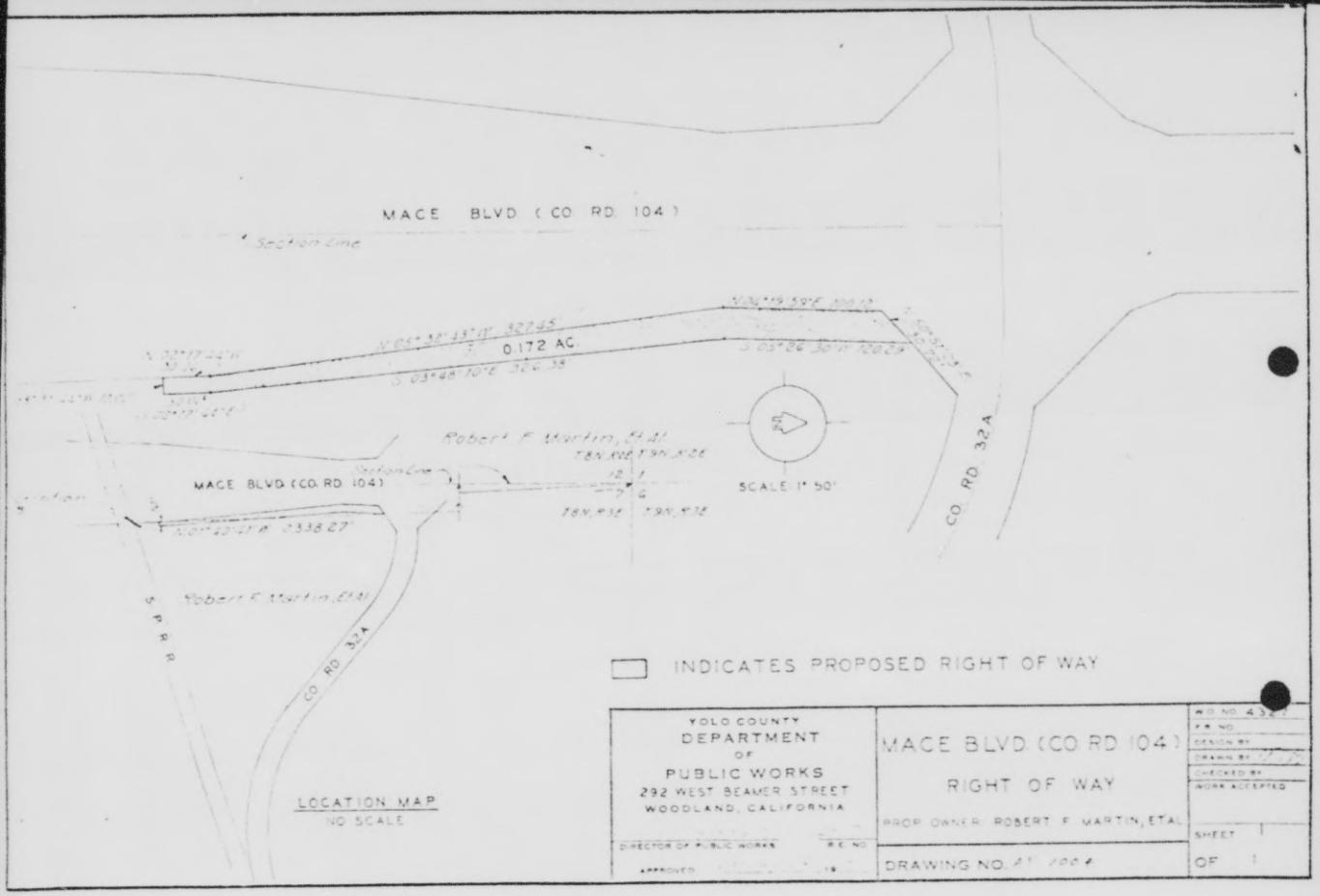
Myrial E. Martin
MYRIAL E. MARTIN

Annabell Martin
ANABEL MARTIN

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

ATTEST:
By _____
Deputy

Arthur H. Edmonds
Vice Chairman, Arthur H. Edmonds
Yolo County Board of Supervisors



YOLO COUNTY
DEPARTMENT
OF
PUBLIC WORKS
292 WEST BEAMER STREET
WOODLAND, CALIFORNIA

DIRECTOR OF PUBLIC WORKS — R.E. NO.

APPROVED _____ 19

MACE BLVD (CO RD 104)

RIGHT OF WAY

PROP. OWNER: ROBERT F. MARTIN, ETAL

DRAWING NO. A1 /80 4

W.O. NO. 432
F.B. NO.
DESIGN BY
DRAWN BY
CHECKED BY
WORK ACCEPTED

SHEET 1
OF 1

COUNTY OF YOLO

Book

Subgrant Signature Sheet

Title IV YETP

Agreement/ Subgrant No. 80-101

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Davis Joint Unified School District

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Davis Joint Unified School District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program	: Davis Joint Unified School District - YETP
Mailing Address	: 526 B Street
City	: Davis, CA 95616 Phone: 756-0464
Program Director:	Don Dachner

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on March 01, 1980.

The term of the SUBGRANT shall end on September 30, 1980.

The total amount of the SUBGRANT is $2,140.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature Arthur H Edmonds
Name and Title Date	Name and Title Date MAR 25 1980 ARTHUR H. EDMONDS, Vice-Chairman Yolo County Board of Supervisors

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of March, 1980, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Davis Joint Unified School District hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. Davis Joint Unified School District is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Program Narrative

(g) Project Timetable

(h) Enrollment and Termination Plan

(i) Non-Financial Agreement

(j) Operating Budget

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2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 01, 1980, and shall end September 30, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 2,140, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUB-GRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 80-101.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H Edwards
(Signature of Authorized Officer)

Vice-Chairman
Yolo County Board of Supervisors
(Title of Authorized Officer)

Davis Joint Unified School District
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

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(Date)

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

_____

Name of Subgrantee

_____

Authorized Signature

_____

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Davis Joint Unified School District _____ 19____
(Legal Name of SUBGRANTEE) (Date)

_____
(Signature of Authorized Officer)

_____
(Title of Authorized Officer)

YETP PROGRAM PROPOSAL

Davis Joint Unified School District

Program Narrative
Time Line
Budget

March 6, 1980

Prepared by

Don Dachner

DAVIS JOINT UNIFIED SCHOOL DISTRICT

YETP PROGRAM NARRATIVE

Spring-Summer, 1980

General Program Design

This District conducted successful YETP programs during the Spring Semester of the 1978 and 1979 school years. Two periods of classroom instruction were provided to students each school day during the 1st and 2nd periods, which was followed by 2 hours of work experience in the afternoon. The work experience component was supervised by Project MOVE.

The instructional program emphasized vocational skills training, career planning and exploration, job finding and retention techniques and help to build self-esteem and a positive attitude toward the work ethic.

The Spring 1980 YETP program will retain the same instructional goals; however, an adjustment will need to be made since Spring's program will be 9 weeks instead of 18 weeks in length. In addition, it is our intention to articulate this 9-weeks session with a program we have yet to design which will carry on into the summer.

Career Exploration/Development

TESTING: The tests/surveys to be used in this component are:

1. The World of Work
2. Hall Occupational Preference Survey
3. California Occupational Preference Survey
4. Coopersmith Self-Esteem Inventory

These tests/surveys will serve as a base for career exploration which will include discussions relating to interests, abilities, attitude, values and decision-making.

INSTRUCTIONAL MATERIALS: All the instructional materials needed for this program are housed in the Career Center at Davis Senior High School. In addition to an extensive amount of written materials relating to specific careers, there is a excellent selection of A-V materials. Recent additions are: Two films titled: World of Work" and "How A Career Develops".

An instructional kit relating to the reduction of sex-stereotyping and sex bias in career planning which was the product of a project funded for this District, "Anything Goes" is currently ready for use. This project was funded under Subpart 3 of P. L. 94-482.

The ending activity for this component is for students to develop a tentative career plan.

Vocational Skills Training

CCUBE (Common Core Units in Business Education) are used in the Vocational Skills Training component. CCUBE units have been developed by business education teachers with the cooperation of the State Department of Education. They are mostly individual learning activity packages designed to build compentency in basic skills needed to acquire and hold an entry-level job.

Fourteen of these units were used in prior programs and are currently being used as Related Instruction in the Work Experience Program and a class called "Job Skills" at Davis Senior High School.

Five units have been selected for this 9-week program. It is felt these units contain subject matter most students should be familar with when applying for and working on an entry-level job. They are:

How to Apply for a Job	12 days
Making Change	8 "
Keeping Simple Business Records	11 "
How to Answer the Telephone	6 "
Using a Supply Catalog	7 "

It is not the intent of this program that the above-named units be required. If a student's Work Experience assignment or personal career plan indicates instruction in other areas will be more benficial during the term the student is enrolled in this program, adjustments will be made to provide such training if at all possible.

School Credit

The Davis Joint Unified School District will allow 5 credits toward graduation for completion of the 9-week program for both the classroom and Work Experience component--a total of 10 credits.

Personnel

It is expected that Project MOVE will provide the services of a person to assist in enrolling students, place them on jobs and supervise their work.

The Davis Joint Unified School District will provide personnel to implement this program as follows:

1. Project Director. This person has the responsibility to coordinate the entire program. This means that this person will keep the District Administration and Manpower informed of the program's progress, work with and train the Instructional Aides, see that there is effective communication between the Instructional Aides and Project MOVE personnel and perform other supervisory tasks as necessary.

2. Instructional Aide YETP. This person will be responsible for assisting with classroom sessions and working with students on an individual basis to tutor them in course-work in other classes and/or discuss with them problems they have with their self-esteem, attitude toward work or other problems which might hinder them from becoming effective members of the work force.

3. Instructional Aide--Career Center. This person is the present Career Center Aide at Davis Senior High School. Her responsibility to this project will be to work with the Instructional Aide to provide expertise relating to materials in the Career Center, assist in instruction and work with students on the Career Exploration/Development component.

Handicapped Students

Special Education teachers have been contacted and informed of the purpose of YETP. They feel there are 6 Handicapped students at Davis Senior High School who might benefit from this program. These students will be considered during the recruitment process.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

YETP PROGRAM TIME LINE

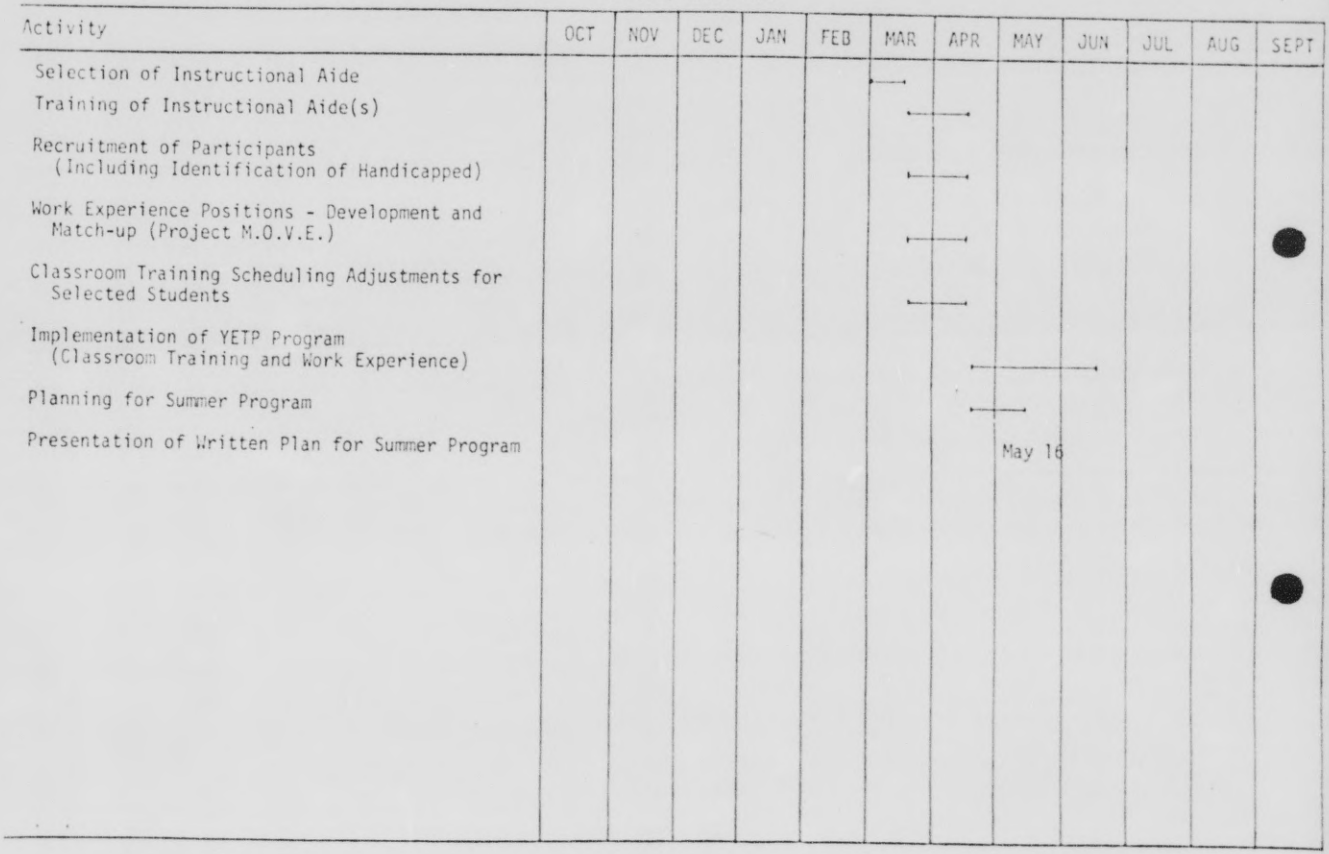
1980

Activities		to
Selection of Instructional Aide-YETP	3/3	3/12
Training of Instructional Aide-YETP & Career Center Aide	3/13	4/11
Recruitment of Program Participants	3/13	4/11
Work with Project MOVE to assist in placing students in Work Experience positions	3/13	4/11
Work with counselors to schedule students into program	3/13	4/11
Work with Special Education teachers to identify students who will benefit from the program design	3/13	4/11
Implementation of YETP program (Classroom Instruction and Work Experience)	4/14	6/11
Planning for Summer program	4/14	5/16
Presentation of written plan for Summer program to school administration and Manpower		5/16

DAVIS JOINT UNIFIED SCHOOL DISTRICT

YOUTH EMPLOYMENT & TRAINING PROGRAM

FISCAL YEAR 1980



ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YETP

Program: Davis Joint Unified School District	[X] Original [ ] Revision #
Fiscal Year: 1980	Date 3-18-80 Annual Plan Mod. #

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments							16	16	16	16	16	16
B. Total Enrollments by Month.....							16	0	0	0	0	0
1. New Enrollment.....							16					
2. Title and Subpart Transfers....							-					
3. Carried Over Last Year.....												
4. Intratitle (Another Activity)..							-					
C. Total Cumulative Terminations												
D. Total Terminations by Month.....												
1. Entering Employment.....												
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....												
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....												
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....												
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)												

TO BE DETERMINED WITH CONSIDERATION OF A SUMMER PROGRAM.

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YETP

Program: Davis Joint Unified School District	[X] Original	[ ] Revision #
Fiscal Year: 1980	Date: 3-18-80	Annual Plan Mod. #

ENROLLMENTS AND TERMINATIONS	%	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
I. Total Cumulative Enrollments								16	16	16	16	16	16
II. Significant Segment Enrollment - Cumulative	100%												
A. Male	50							8					
B. Female	50							8					
C. 19 and Under	100							16					
D. 20 - 21	-							-					
E. 22 - 44	-							-					
F. 45 - 54	-							-					
G. 55 and Over	-							-					
H. White-not Hispanic	63							10					
I. Black-not Hispanic	05							1					
J. Hispanic	32							5					
K. American Indian	0							0					
L. Asian-Pacific Islander	0							0					
III. Target Groups													
A. Handicapped	37							6					
B.													
C.													
D.													
E.													
F.													
G.													
H.													
I.													
J.													
K.													
L.													

NON-FINANCIAL AGREEMENT

DAVIS JOINT UNIFIED SCHOOL DISTRICT

The portions of the budget which are paid directly to program participants, the Workers' Compensation for participants, and the 2% portion for the program participant payroll administrative costs shall constitute a non-financial portion of this agreement. The actual contract amount of $2,140. The non-financial agreement amount is $4,374. The total amount for the program is $6,514.

APPROVED FOR THE SUBGRANTEE

(Signature of Authorized Officer)

Davis Joint Unified School District
(Legal Name of Subgrantees)

(Date)

APPROVED FOR THE PRIME SPONSOR

Arthur H Edmonds
(Signature of Authorized Officer)

Vice-Chairman, Yolo County Board of Supervisors
(Title of Authorized Signature)

MAR 25 1980
(Date)

Summary of Non-Financial Agreement Amounts:

Administration: $130

Allowances and Fringe Benefits for classroom training: $4,244

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 [redacted]rst Street, Woodland, Californ[redacted] 95695

CETA OPERATING BUDGET

TITLE: IV YETP

CONTRACT NO. _____

[X] ORGINAL [ ] REVISION NO. _____

DATE March 1, 1980

Subgrantee Name and Address:
Davis Joint Unified School District
526 B Street
Woodland, CA 95695

Contact Person: Don Dachner
Phone 756-0464
Period: From 3/01/80 To 9/30/80
Program Name: Davis YETP Activity

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.									
NOV.									
DEC.									
JAN.									
FEB.									
MAR.							448		448
APR.							704		704
MAY							675		675
JUNE							313		313
JULY									
AUG.									
SEPT.									
TOTAL							2,140		2,140

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.	141				307			448
APR.	173				531			704
MAY	135				540			675
JUNE	72				241			313
JULY								
AUG.								
SEPT.								
TOTAL	521				1,619			2,140

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Name and Title of Authorized Official

Signature

For CETA Approval Only:

Jack A. Boyer — Fiscal Officer — 3-21-80 Date

Lawrence L. Wilson Jr. — CETA Director — 3-21-8[illegible] Date

YC 106 (10-79)

SUBGRANTEE'S NAME AND ADDRESS

Davis Joint Unified School District
526 B Street
Davis, CA 95616

OPERATING BUDGET
CONTRACT NO. _____

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	195				
SALARIES & WAGES	326				
FRINGE BENEFITS					
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Insurance					
TRAVEL/TRAINING					
Mileage Reimbursement					
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT					
Office Equipment					
Office Furniture & Fixtures					
TOTAL	521				

ADMINISTRATION

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Davis Joint Unified School District

526 B Street

Davis, CA 95616

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
	33	65	65	32			
	108	108	70	40			

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Davis Joint Unified School District
526 B Street
Davis, CA 95616

CAREER EMPLOYMENT EXPERIENCE (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Compensation Insurance					
TRAINING	1,619				
Staff Salaries	1,083				
Staff Fringe Benefits	45				
Staff Travel	150				
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies	100				
Telephone	25				
Books & Educational Aids	216				
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
TOTAL - CAREER EMPLOYMENT EXPERIENCE	1,619				

YC 104g (revised 10/79)

CAREER EMPLOYMENT EXPERIENCE (YEAR ONLY)

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Davis Joint Unified School District

526 B Street

Davis, CA 95616

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
	307	531	540	241			
	181	361	361	180			
	8	15	15	7			
	25	50	50	25			
	33	33	17	17			
	60	72	72	12			

BOOK

YOLO COUNTY AGREEMENT NO. 80-102

24th day of April, 20

THIS AGREEMENT, made and entered into this ... in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

P.C. 822

CLEARED
CCG BAM 5-1
DIST. 4-25-80

Director	Employment Development Department California State Office of Economic Opp.	7901-0566 Am3

or CSOEO, and
Yolo County Economic Opportunity Council

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(set forth service to be rendered, amount to be paid Contractor, and attach hereto as exhibits specifications, drawings, and plans, if any.)

AMENDMENT NO. 3

That agreement for an energy conservation assistance program entered into on July 15, 1979 amended on September 1, 1979 and December 17,1979, is hereby further amended as follows:

1. The ending date of the term as stated in Article 3, Page 3, is changed from March 31, 1980 to June 30, 1980.

2. Article 12, Page 11, add D:
"D. Contractor Requests Funding Augmentation- Upon receipt of a written request for additional funds accompanied by modified performance goals and budget from Contractor, CSOEO shall have the option to increase the amount of Contractor's funding."

FILED
MAY 6 - 1980
PETER McNAMEE, Clerk
By ... DEPUTY

RECEIVED
APR 1980
WOODLAND, CA.
95695

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
Agency Employment Development Department California State Office of Economic Opp.	Yolo County Economic Opportunity Council
By (Authorized Signature) Michael J. Bruneke	By (Authorized Signature) Arthur D. Schramm
Title Asst Director, CSOEO	Title Vice-Chairman, Board of Supervisors P.O.Box 1098
	Address Yolo County Courthouse Woodland, California 95695

Department of General Services Use ONLY

APPROVED
APR 24 1980
BY ... Asst. Chief Counsel

$			
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$				
FUND TITLE			
$			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			
SIGNATURE OF ACCOUNTING OFFICER: R. Villanueva			DATE: 4-2-80
This ... has been exempted with and it is approval is exempt from review by the Department of Finance.			
SIGNATURE OF OFFICIAL SIGNING ON BEHALF OF THE AGENCY: B.A. Mastrovich			DATE: 4-8-80

FILED

APR 3 1980

PETER McNAMEE, Clerk

By _____ Deputy

AGREEMENT NO. 80-103

(Agreement Amending College Work-Study Program Agreement with University of California, Davis)

THIS AGREEMENT, entered into this 1st day of April, 1980, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter called "UNIVERSITY", and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "COUNTY",

W I T N E S S E T H:

WHEREAS, "UNIVERSITY" and "COUNTY" have previously entered into an Agreement regarding the operation of a Work-Study Program, on July 1, 1979; and

WHEREAS, "UNIVERSITY" and "COUNTY" wish to amend Exhibit A of said Agreement to increase the Hourly Wage to be paid under said agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. Exhibit A of the existing Work-Study Program Agreement between the parties is hereby amended to provide for an Hourly Wage of $3.35 per hour instead of the previously agreed upon wage of $3.07 per hour.

2. All other terms and conditions of the existing Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

BY _____ Fredric W. Hill
Associate Dean for Research

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: _____
CLERK OF THE BOARD OF SUPERVISORS

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

FILED

APR 1 1980

PETER McNAMEE, Clerk

By _____ Deputy

AGREEMENT NO. 80-104

(MEXICAN AMERICAN CONCILIO OF YOLO COUNTY)

THIS AGREEMENT, dated for convenience this 1st day of April, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY', and the MEXICAN AMERICAN CONCILIO OF YOLO COUNTY, a non-profit organization hereinafter referred to as "PROVIDER",

W I T N E S S E T H:

RECITALS:

A. COUNTY is desirous of making provisions for county-wide information and referral services and bilingual services including information and referral, employment assistance, advocacy, translation and assistance in completing government forms to the Yolo County Spanish-speaking community.

B. PROVIDER is a non-profit organization capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitations those services described in Exhibit A which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform

services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost, and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by PROVIDER in the performance of this agreement.

6. INSURANCE.

A. Public Liability. During the term of this contract, PROVIDER shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests, PROVIDER shall cause COUNTY to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

B. Worker's Compensation. During the term of this contract, PROVIDER shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability PROVIDER may have for worker's compensation.

7. TERMINATION. Either party shall have the right to terminate this agreement at its sole discretion at any time upon sixty (60) days' written

notice to the other. COUNTY shall also have the right to terminate this agreement immediately for failure of PROVIDER to comply with the terms and conditions of this agreement. In the case of early termination, a final payment will be made to PROVIDER upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to COUNTY shall be deducted from any sum due to PROVIDER under this agreement, and the balance, if any, shall be paid PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this agreement, including working papers in any way associated with the performance of this agreement and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that PROVIDER shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERATION. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. PROVIDER shall secure

any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits discrimination on the basis of sex, race, religion, age, handicap. or ethnic background in the hiring of employees or in providing services under this agreement.

13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein, shall be in compensation for all of PROVIDER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. PROVIDER shall be responsible for the selection and procurement of necessary supplies and incidentals for provision of services under this agreement.

15. SUCCESSORS. This agreement shall inure to the benefit and bind the successors of each of the parties.

16. PAYMENT.

A. The COUNTY, for and in consideration of the covenants, conditions, agreements and stipulations of the PROVIDER herein expressed does hereby agree to pay as total compensation to the PROVIDER the sum of Thirty Five Thousand Dollars($35,000.00) for the months beginning November 1, 1979, and ending September 30, 1980.

B. PROVIDER shall submit a claim to the Director of Social Services of COUNTY at the end of each month. The claim will identify actual costs expended in providing those services as described in Exhibit A. It shall reflect staff and overhead costs for the previous month's service delivery. Regardless of the amount of the monthly reimbursement, total compensation under the term of this agreement shall not exceed Thirty Five Thousand Dollars ($35,000.00).

17. TERM. The term of this contract shall commence on November 1, 1979 and end on September 30, 1980.

18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

19. The waiver of any breach of any provision of this agreement shall not be construed to be a waiver of a breach of any other provision of this agreement, or of any such subsequent breach thereof.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRPERSON OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY _____
DEPUTY

(SEAL)

PROVIDER:

MEXICAN AMERICAN CONCILIO OF YOLO COUNTY

BY _____
Authorized Representative

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

EXHIBIT A

MEXICAN AMERICAN CONCILIO

MEXICAN AMERICAN CONCILIO OF YOLO COUNTY
716 MAIN STREET
WOODLAND, CA 95695
916-666-1088

HOURS: Monday through Friday - 8:30 a.m. - 5:00 p.m.

SERVICES:

The Mexican American Concilio will provide on a county-wide basis three types of services; information and referral, translation and advocacy.

INFORMATION AND REFERRAL SERVICES:

These services shall be provided to all Yolo County residents who request assistance in utilizing available resources and who need assistance to overcome barriers in obtaining services and receiving benefits to which they might be eligible.

To augment this service, the Mexican American Concilio will be responsible for developing a plan for and updating the Human Services Directory in compliance with the Human Services Classification System.

TRANSLATION SERVICES:

These services shall be provided when Spanish-speaking clients must communicate with the traditional agencies such as social services

schools, hospitals and police. In addition, translation of written communications will be provided.

ADVOCACY SERVICES:

These services shall be provided to clients who do not understand the workings of a bureaucracy, public or private, and who are incapable of articulating on their own behalf. Further, clients will receive interpretation and assistance in completing forms and obtaining the necessary verifications for such agencies as Social Services, the Employment Development Department, Social Security and Legal Aid.

FILED

APR 3 1980

PETER McNAMEE, Clerk

By Jan Orser Deputy

BK

AGREEMENT NO. 80-105

(Agreement amending Agreement No. 79-459 providing additional Mental Health Facilities and Programs.

THIS AGREEMENT, made and entered into this 1st day of April, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereafter referred to as COUNTY, and Yolo Community Care Continuum, a private non-profit corporation, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. The parties hereto wish to amend Agreement No. 79-459, in order to provide additional services by PROVIDER, and in order to increase payment from COUNTY to PROVIDER.

AGREEMENTS:

1. Agreement 1, Paragraph a, on page 3 of Agreement No. 79-459, is hereby amended to add a new section 5 as follows:

   (5) LONG-TERM RESIDENTIAL TREATMENT CENTER: Developed to offer, by August 15, 1980, a homelike Residential Treatment facility for 8 - 10 chronically disturbed adult clients of the SYSTEM designed to minimize the isolation of chronic clients from the general population, to develop socialization skills necessary for cooperative interaction;

2. Agreement 1, paragraph a on page 3 is hereby amended to add a new section (6) as follows:

   (6) TRANSITIONAL EMPLOYMENT PROGRAM: Developed to offer, by June 30, 1980, employment opportunities for 40 adult clients in PROVIDER-run vocational training program designed to prepare clients for eventual entrance into the general job market.

3. Agreement 2, page 4, is hereby amended to add a new paragraph e as follows:

   e. Refer eligible Yolo County Mental Health Clients to PROVIDER'S proposed

programs.

4. Agreement 12, paragraph a commencing on Line 18 on page 9, is hereby amended to read as follows:

a. Subsequent to an initial advance of $40,000 upon execution of this agreement and within a reasonable time from PROVIDER'S submission of the invoice which attaches one statistical report described hereinabove in agreement 1 b, details work performed in the preceeding month by program element, certifies that subcontractors have been paid, and claims the amount due for the month, and upon the acceptance by the Director of Mental Health Services of the statistical report as complete and reflective of the satisfactory progress of PROVIDER towards its objectives, COUNTY will reimburse PROVIDER'S costs per month for services rendered in accordance with the program element budgets attached as Exhibit "D" and incorporated herein by reference thereto. Changes within major object totals and transfers of less than 10% between major object totals may be made by PROVIDER upon written notice to AGENCY, except that no change may be made to the budgeted Fixed Assets Total.

5. Agreement 12, paragraph b commencing on line 7 on page 10 is hereby amended to read as follows:

b. The maximum total payment to PROVIDER under the terms of this agreement will not exceed the lesser of the cost of operating the services, which are the subject of this agreement, or THREE HUNDRED FIVE THOUSAND ONE HUNDRED AND SIXTY DOLLARS ($305,160). The accumulation of monthly payments made by COUNTY to PROVIDER will be reconciled to PROVIDER operating costs by PROVIDER by vehicle of a cost report to AGENCY within ninety (90) days of the close of the COUNTY fiscal year.

Any funds paid over cost will be returned by PROVIDER to COUNTY or credited against payments for any continuing relationship, at the election of COUNTY. Should allowable costs exceed payments made COUNTY will reimburse PROVIDER for those costs up to the total hereinabove recited maximum.

All other provisions of said Agreement No. 79-459 shall remain in full force and effect as written in said agreement for the term thereof.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY _____
DEPUTY

YOLO COMMUNITY CARE CONTINUUM, a non-profit corporation

BY _____

MENTAL HEALTH SERVICES

BY _____
DIRECTOR

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY _____
DEPUTY COUNTY COUNSEL

BK

FILED

APR 3 1980

PETER J. MINEE, Clerk

By _____ Deputy

AGREEMENT NO. 80-106

(Agreement Amending Agreement No. 79-255 as amended by Agreement No. 79-428 to Create Payment from County to Provider)

THIS AGREEMENT, made and entered into this 1st day of April, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Suicide Prevention of Yolo County, a non-profit association, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY and PROVIDER are contractually bound by Agreement No. 79-255, as amended by Agreement No. 79-428, which by its terms calls for maximum payment not to exceed a sum of SEVEN THOUSAND, SIX HUNDRED AND NINETY-FIVE DOLLARS ($7,695).
2. PROVIDER has requested additional COUNTY funds, allocated to COUNTY by the State of California under the Bates Act, in order to continue support services purchased by PROVIDER in 1979.
3. COUNTY and PROVIDER, therefore, wish to amend Agreement No. 79-255 to add ONE THOUSAND FIVE HUNDRED and FOURTEEN DOLLARS ($1,514) to the sum allocated by COUNTY to PROVIDER.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. Paragraph II "A," page 5, line 7 - 16, of Agreement No. 79-255 as amended by Agreement No. 79-428, is amended to read:

   a. The maximum payment from COUNTY to PROVIDER during the term of this

Agreement shall be a sum not to exceed NINE THOUSAND, TWO HUNDRED AND NINE DOLLARS ($9,209) as shown on line 80 of attached program budget (Exhibit "A"); or payment in accordance with the provisions of 116-d below (as amended by Agreement 79-428), for services rendered from the beginning of the term of this Agreement through the termination described in Agreement 14, below. Exhibit "A" shall be the basis for and limitations of any and all reimbursement from COUNTY to PROVIDER for services provided. This budget includes additional revenues that are anticipated PROVIDER will receive from other sources.

2. All other provisions of Agreement No. 79-255, as amended by Agreement No. 79-428, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Ingela J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
PETER McNAMEE
Clerk of the Board
BY Jan Orser
(Deputy)

SUICIDE PREVENTION OF YOLO COUNTY, a non-profit association

BY Lynn Zender

MENTAL HEALTH SERVICES
BY C P Thomson
DIRECTOR

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
BY Russell A. Hall
DEPUTY COUNTY COUNSEL

FILED BK

APR 3 1980

PETER McNAMEE, Clerk

By [signature] Deputy

AGREEMENT NO. 80-107

(Agreement to Provide Mediation Counseling Services)

THIS AGREEMENT, made and entered into this 1st day of April, 19 , by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Ron Estep, hereinafter called PROVIDER.

W I T N E S S E T H :

RECITALS:

1. COUNTY wishes to establish a mediation counseling program in conjunction with the Superior Court Family Law Department, hereinafter together referred to as PROGRAM.
2. PROGRAM in the course of its regular functions refers parties to Community-Based Providers of mediation counseling.
3. PROVIDER is a Community-Based Program to which PROGRAM refers.
4. COURT is the Family Law Department of the COUNTY Superior Court.
5. COUNTY and PROVIDER are, therefore, desirous of entering into a contract for providing certain referral services of a counseling and mediation nature.

AGREEMENTS:

1. PROVIDER'S SERVICE OBLIGATIONS: In consideration of COUNTY'S promises contained in hereinafter recited agreements, PROVIDER agrees to provide mediation counseling services of a nature and quality consistent with professional standards and communsurate with the following provisions:

A) PROVIDER will begin its services upon the COURT's determination that counseling should occur and upon receipt of a Court Order for mediation counseling, a copy of which is attached hereto as Exhibit A and incorporated by reference thereto.

B) PROVIDER will file a "Mediation Counseling Report" as ordered by the Court, in the format set forth in Exhibit B, attached hereto and incorporated by reference thereto.

C) PROVIDER will appear with the parties, only upon order of the Court, at a designated time for the COURT's review of the "Mediation Counseling Report."

D) PROVIDER will comply with Title VI and VII of the Civil Rights Act of 1964, and with the Constitution and applicable laws of the State of California in its procurement and employment practices and in the providing of services recited hereinabove.

E) PROVIDER agrees to defend, indemnify and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, losses, liabilities, or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of PROVIDER or anyone directly or indirectly employed by PROVIDER regardless of whether or not it is caused in part by a party indemnified hereunder. PROVIDER shall purchase and maintain for the duration of this Agreement, Public and Malpractice liability insurance in the amount of at least $300,000/ 300,000 specifically naming COUNTY as an insured party thereto for all purposes. Proof of insurance shall be provided to the Clerk of the Board of Supervisors. At all times during the performance of this agreement, PROVIDER will at its sole cost, maintain Worker's Compensation Insurance fully covering all employees of PROVIDER.

F) PROVIDER will designate a representative within two weeks of the execution of this agreement by written notice to the COURT, and shall

notify COUNTY in the same manner of any changes in PROVIDER's representative.

G) PROVIDER will supply proof of one of the following licenses to the Clerk of the Board of Supervisors:

1) Licensed Marriage Counselor
2) Licensed Clinical Social Worker
3) Other licenses as deemed appropriate by the Court.

2. COUNTY'S SERVICE OBLIGATIONS: In consideration of PROVIDER's promises contained in herein recited agreements, COUNTY agrees to:

A) Review and coordinate all official forms and reports prepared in accordance with hereinabove recited agreement.

B) Authorize payment to PROVIDER.

C) COUNTY will give prompt attention to claim for payment submitted by PROVIDER.

D) Referrals for Mediation Counseling will be made at the discretion of the COURT and there will be no obligation by the COUNTY as to number or frequency of referrals.

3. PAYMENT: In consideration of PROVIDER's promises contained in herein recited agreements, COUNTY agrees to:

A) Make one payment of Ten Dollars ($10.00) as a referral fee for completion of required forms on each case assigned by the Court, plus Twenty-five Dollars ($25.00) per one hour client sessions. Payment shall be made upon completion of mediation/counseling services after submission by PROVIDER of a claim. The claim shall contain a statement of the case, case name, and number of hours expended.

4. RELATIONSHIP OF PARTIES: It is specifically understood that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to submission of written reports as provided herein. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including,but not limited to, withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State government as a consequence of this contract.

5. AMENDMENTS: Unless otherwise expressly provided herein, the body of this agreement, together with Exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. Unless otherwise expressly provided herein, no addition to, or alteration, of this agreement whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties.

6. TERM: This agreement shall commence January 1, 1980 and continue, unless terminated by either party on thirty (30) days written notice to the other.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

Douglas J. Thompson
Chairperson of the Board of Supervisors

ATTEST:
PETER J. McNAMEE, County Clerk

Jan Orser
Deputy

Ronald J. Esters
Counseling Agency Representative

APPROVED AS TO FORM

BK.

YOLO COUNTY AGREEMENT NO. 80-108

SPECIAL SERVICES CONTRACT

THIS CONTRACT, made and entered into by and between the YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION (hereinafter referred to as "YCETA"), and CATTAN YU & CO., Certified Public Accountants (hereinafter referred to as "CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

1. YCETA wishes to engage a consultant to provide certain special expert services in its CETA Program, which services are more particularly described in the work schedule appended as Exhibit "1" to this contract.
2. YCETA does not currently possess the capability to perform the expert services YCETA currently requires.
3. CONTRACTOR is a duly qualified expert in the field in which said services are required and is willing to perform them on the terms herein set forth.

AGREEMENTS:

In and for the convenants and conditions set forth herein, the parties agree as follows:

1. YCETA hereby engages CONTRACTOR to provide and CONTRACTOR hereby agrees to furnish the special expert services described in the work schedule appended hereto as Exhibit "1", which schedule is hereby incorporated herein by this reference.
2. CONTRACTOR shall secure and maintain throughout the term of this agreement all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession and to perform

the expert professional services required in this CONTRACT.

3. All services performed by CONTRACTOR shall be done in a diligent and timely manner and in accordance with the best practice and procedures in CONTRACTOR'S PROFESSION.

4. CONTRACTOR shall not delegate nor subcontract to any other person or organization any portion of the services to be performed hereunder, or without the written consent of YCETA, assign any portion of this contract, and any attempted or purported assignment of any right or obligation pursuant to this agreement shall be void and of no effect.

5. All work done by CONTRACTOR hereunder and each and all of the reports and items of data and information given to, prepared by, or assembled with the assistance of CONTRACTOR under the terms of this contract are confidential and shall not be made available to any individual or organization except for the Department of Labor, by CONTRACTOR without prior approval of YCETA.

6. CONTRACTOR shall immediately notify the Department of Labor and YCETA whenever in the course of its audit it identifies non-compliance with the Comprehensive Employment and Training Act which constitutes fraud and program abuse of the kind contemplated within 20 CFR Section 676.75, et seq.

7. CONTRACTOR shall indemnify, defend and hold harmless YCETA, its officers, agents and employees from and against all claims, demands, losses, damage, liability, costs and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm, or

corporation who may be injured or damaged by CONTRACTOR in the performance of this contract.

8. CONTRACTOR shall indemnify, defend and hold harmless YCETA its officers, agents and employees, from and against any and all claims, losses, liabilities or damages, including payment of attorneys' fees, arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of CONTRACTOR or anyone directly or indirectly employed by CONTRACTOR regardless of whether caused in part by a party idemnified hereunder.

9. YCETA shall compensate CONTRACTOR for services performed hereunder as set forth in the work schedule appended as Exhibit "1" hereto. Each payment to CONTRACTOR shall be made in the usual course of YCETA's business after presentation by CONTRACTOR of a standard claim approved by the YCETA Executive Officer.

10. CONTRACTOR shall keep and maintain complete and accurate program and accounting records showing services performed and costs incurred in connection with the performance of this contract, including pertinent books, documents, records and working papers in any way asscciated with the performance of this contract, which shall be available to authorized representatives of the Department of Labor and YCETA at any reasonable time during the performance of the contract and for a period of six (6) years from and after the date of final payment, or final audit of the contract by DOL, whichever is sooner.

11. It is specifically agreed that in the making and executing of this contract, CONTRACTOR, and the agents and employees of CONTRACTOR, are independent contractors and are not and shall not be construed to be agents or employees of YCETA, and that CONTRACTOR shall have no authority, express or implied to act on behalf of YCETA or to bind YCETA to any obligation whatsoever.

12. YCETA may terminate this agreement and be relieved of payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the convenants herein contained at the time and manner provided. In the event of such termination, YCETA may proceed with the work in any manner deemed appropriate by YCETA. The cost to YCETA shall be deducted from any sum due CONTRACTOR under this agreement, and the balance, if any, shall be paid to CONTRACTOR upon demand.

13. Time is the essence of the agreement.

14. No alteration or variance of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding not incorporated herein, shall be binding on any of the parties hereto.

15. All laws, federal and state regulations, and executive orders dealing with the subject of equal employment opportunity and forbidding discrimination on the grounds of race, religion, color, national origin, sex or age are incorporated herein by this reference and CONTRACTOR agrees to comply fully with all applicable provisions thereof.

16. The consideration to be paid CONTRACTOR, as provided herein, shall be in compensation for all of CONTRACTOR's

expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

17. The "YCETA STANDARD CONTRACT PROVISIONS" appended hereto as Exhibit "2" are specifically made a part of this agreement by reference herein.

18. The term of this agreement shall be for 180 calendar days. This contract shall begin on April 1, 1980, and shall end on September 27, 1980. By September 27, 1980, all applicable work as described in the CETA audit guide, including the draft audit report, shall be completed.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed by their authorized representatives on this 1st day of April, 1980.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

by: Twyla J. Thompson
Twyla J. Thompson, Chairman
Board of Supervisors

by: Henry C. Wong
CONTRACTOR

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Bruce Worthington
DEPUTY COUNTY COUNSEL

EXHIBIT "1"

CONTRACTOR shall perform a fiscal and compliance audit in compliance with Government Accounting Office Standards, the CETA Financial and Compliance Audit Guide, dated March, 1979, and the CETA Audit Determination Guide, dated January, 1979. The Fiscal and Compliance audit shall be conducted on a sample of the contract cost as per attached schedule A. The sample of contract cost must be approved by the Department of Labor, Office of Inspector General prior to the commencement of any auditing services provided pursuant to this agreement.

The audit period will be from October 1, 1978, through September 30, 1979.

CONTRACTOR shall provide to the Department of Labor and YCETA's Fiscal and Executive Officers progress reports ten (10) days after the end of each month that the audit remains unfinished. This progress report shall summarize the work completed, audit findings, and the expected completion date of the audit.

U. S. Department of Labor, Office of Inspector General, and YCETA, shall have free and unrestricted access to the work papers, records, and reports prepared in connection with the audit of the above-mentioned agreements.

CONTRACTOR agrees to keep the information contained in all draft audit reports in strict confidence. Until the final audit report has been issued, CONTRACTOR agrees not to publish, reproduce, or otherwise divulge such information, in whole or in part, in any manner or form, or to authorize or permit others to do so. CONTRACTOR shall take such reasonable measures as are

necessary to restrict access to said audit information, while in its possession, to those employees on its staff and YCETA's staff and the Department of Labor, who must have the information on a need-to-know basis. CONTRACTOR agrees to immediately notify, in writing, the Executive Director of YCETA and the authorized representatives of the Department of Labor in the event it determines or has reason to suspect a breach of this confidentiality requirement. Final audit reports are subject to public disclosure by the Department of Labor and YCETA in accordance with the laws and regulations governing those bodies.

CONTRACTOR will identify the audit work accomplished on YCETA's subgrants for the period beginning October 1, 1978, through September 30, 1979. Status of Prime Sponsor Action on Questioned costs and on Costs Recommended for Disallowance in Subgrantee Audits, attached to this Exhibit, under the title of "Auditor's Exhibit II", will be completed and included in the audit report.

CONTRACTOR will submit five (5) copies of the draft report to the Office of the Inspector General, Department of Labor, 1375 Sutter Street, San Francisco, California, 94109.

CONTRACTOR will include in the financial audit report, as an attachment, the responses to the draft audit report appropriately extracted to follow each finding commented on. CONTRACTOR shall further include their conclusion based upon their findings and the responses of YCETA and/or the Employment Training Administration of the Department of Labor. Five (5) copies of the resultant report (the final audit report) shall be forwarded to the Office of the Inspector General, Department of Labor, 1375 Sutter

Street, San Francisco, California, 94109, within thirty (30) days of receiving the response of YCETA from the Office of the Inspector General.

The final audit report shall be prepared in accordance with the Department of Labor, Office of the Inspector General, CETA Audit Guide, dated March, 1979, report format #1.

CONTRACTOR shall furnish YCETA five (5) copies of an audit for the period covered by this agreement prepared in accordance with the requirements of Section 26909 of the Government Code of the State of California.

YCETA shall pay CONTRACTOR at the average rate of TWENTY-EIGHT ($28.00) DOLLARS per hour with total compensation not to exceed TWENTY TWO THOUSAND NINE HUNDRED SIXTY DOLLARS ($22,960.00) without prior written authorization. Compensation will be paid as follows: Monthly installments will be paid on the basis of invoices submitted by CONTRACTOR in the amount of the invoice less TEN (10%) PERCENT retention, Fifteen (15) days after submission of CONTRACTOR's invoice. The TEN (10%) PERCENT retention shall be paid upon written acceptance by the Department of Labor and by the Governing Board of YCETA of the final audit report.

In the event that CONTRACTOR cannot complete any portion of the work as required, or for some reason cannot complete the audit by September 27 , 1980, CONTRACTOR shall immediately notify the Fiscal and Executive Officers of YCETA in writing, requesting an extension of the completion date, with justification therefor. YCETA shall not unreasonably deny such a request.

YCETA shall insure that the pertinent records are in a

condition such that CONTRACTOR can expeditiously complete its work in a timely manner.

EXHIBIT "2"

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

STANDARD CONTRACT PROVISIONS

1. Assignment or Subcontracting. No performance of this agreement or any portion thereof may be assigned or subcontracted by the CONTRACTOR without the express written consent of YCETA and any attempt by the CONTRACTOR to assign or subcontract any performance of this agreement without the express written consent of YCETA shall be null and void and shall constitute a breach of this agreement. Whenever the CONTRACTOR is authorized to subcontract or assign, he will include all the terms of this agreement in each such subcontract or assignment.

2. Assurance of Compliance with Civil Rights Laws. The CONTRACTOR will comply with Title VI of the Civil Rights Act of 1964, as amended, and all requirements imposed by or pursuant to regulations of the Department of Labor (hereinafter referred to as DOL) issued pursuant to that title, to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement or under any project, program, or activity supported by this agreement. The CONTRACTOR will comply with DOL Regulations, Equal Employment Opportunity Under CETA (20 CFR Part 676, Subpart D) to the end that employment discrimination in such programs on the grounds of race,

color, creed, sex, or national origin shall be eliminated. The CONTRACTOR recognizes the right of YCETA and/or the United States to seek judicial enforcement of the foregoing covenants against discrimination.

3. Maintenance and Inspection of Contractual Records. YCETA and/or DOL or any of their duly authorized representatives shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers and records of the CONTRACTOR which in the opinion of YCETA and/or DOL may be related or pertinent to this agreement. Such material must be kept and maintained for a period of six years after completion of the agreement or until an audit is completed by DOL and all questions arising therefrom are resolved, whichever is sooner. Final resolution means that all litigation related to the work produce of this agreement is completed.

YCETA and/or DOL or any of their duly authorized representatives shall have access for the purpose of audit and examination to any books, documents, papers and records of the CONTRACTOR which are related or pertinent to this agreement.

4. Personnel. CONTRACTOR shall assign only competent personnel to perform services pursuant to this agreement. In the event that the Department of Labor or YCETA, in their sole discretion, either singularly or jointly, at any time during the term of this agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform

services pursuant to this agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from the Department of Labor or YCETA. CONTRACTOR shall not substitute for personnel set forth in their proposal without the written consent of YCETA.

5. Standard of Performance. CONTRACTOR shall perform all services pursuant to this agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All work-products of whatsoever nature which CONTRACTOR delivers to the Department of Labor or YCETA pursuant to this agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in CONTRACTOR'S profession.

6. Termination.

A. The performance of work under this agreement may be terminated by YCETA in accordance with this clause in whole on thirty (30) days' written notice to the CONTRACTOR, or from time to time in part on ten (10) days' written notice to the CONTRACTOR:

(1) Whenver the CONTRACTOR shall default in performance of this agreement in accordance with its terms and shall fail to cure such default within a period of ten (10) days after receipt from YCETA of a notice specifying the default; or

(2) Whenever for any reason YCETA shall determine that such termination is in the best interest of YCETA.

Any such termination shall be effected by delivery to the CONTRACTOR of a notice of termination specifying whether termination is for default of the CONTRACTOR or for the convenience of YCETA, the extent to which performance of work under the agreement is terminated, and the date upon which such termination becomes effective.

B. After receipt of a notice of termination and except as otherwise directed by YCETA, CONTRACTOR shall:

(1) Stop work under the agreement on the date and to the extent specified in the notice of termination;

(2) Transfer title to YCETA (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by YCETA, the work in process, completed work and other material produced as a part of, or acquired in respect of the performance, the work terminated.

C. The amount due CONTRACTOR by reason of termination shall be determined as follows:

(1) If this agreement specifies payment on behalf of reimbursement of costs, without any fee or profit margin, there shall be included in all costs and expenses reimbursable in accordance with this agreement not previously paid the CONTRACTOR for the

satisfactory performance of this agreement prior to the effective date of this notice of termination, whether the termination is for the convenience of YCETA or the default of the CONTRACTOR.

(2) If this agreement specifies payment on any basis other than stated in Paragraph 9.c(1) above, and

(a) If the termination is for the convenience of YCETA, there shall be paid a percentage of all sums of which the CONTRACTOR would be entitled on completion of all work under the agreement equivalent to the percentage of the completion of all the work contemplated by the agreement;

(b) If the termination of this agreement is for the default of the CONTRACTOR, the total sum payable shall be such proportionate part of all sums to which the CONTRACTOR would be entitled on completion of all work under the agreement as the total amount of work delivered to and accepted by YCETA bears to the total work called for by this agreement.

D. In the event of a partial termination, the portion of the sum which is payable with respect to the work under the continued portion of the agreement shall be equitably adjusted by agreement between the CONTRACTOR and YCETA, and such adjustment shall be evidenced by an amendment to this agreement.

7. Disputes.

A. When the CONTRACTOR and YCETA fail to agree as to whether

any work is within the scope of this agreement, the CONTRACTOR shall nevertheless immediately perform such work upon receipt from YCETA of written order to do so. Within fifteen (15) calendar days after receipt of such order, CONTRACTOR may submit a written protest to YCETA, specifying in detail in what particulars the agreement requirements were exceeded, and the approximate change in cost resulting therefrom so that YCETA will have notice of a potential claim which may be filed by the CONTRACTOR.

B. Failure to submit such protest within the period specified shall constitute a waiver of any and all right to adjustment of agreement price or time therefore. For any such work which is found to exceed the agreement requirements, there shall be an equitable adjustment in agreement price and agreement time, and such adjustment shall be evidenced by an amendment to this agreement.

C. If the parties cannot agree upon an equitable adjustment of contract price on time, the extent of such adjustments shall be determined by the Regional Director of DOL, or his or her designee, which determination shall be final and binding on the parties.

8. Covenant Against Contingent Fees. The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit commission, percentage, brokerage, or contingent fee, excepting bona fide employees of CONTRACTOR. For breach or violation of this warranty, YCETA shall have the right to terminate this agreement in accordance with the termination clause and, in its sole discretion, to deduct from the

agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. Conflict of Interest. CONTRACTOR and its employees shall not have and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

10. Validity. The invalidity in whole or in part of any provision of this agreement shall not void or affect the validity of any other provision of this agreement.

11. California Law. This agreement shall be governed according to the laws of the State of California.

Exhibit "1"
Schedule "A"

YOLO COUNTY MANPOWER DIVISION

SUMMARY OF SUBGRANTEES

SUB-GRANTEE	NUMBER OF CONTRACTS	CONTRACT OR SUBGRANT AMOUNT	CUMULATIVE COST	COST TO BE AUDITED
Sub-grantees in excess of $100,000 cost:				
City of Winters	3	$ 208,876	$ 151,633	$ 151,633
City of Woodland	5	304,504	185,240	185,240
University of California, Davis	8	807,481	509,602	509,602
Yolo County Housing Authority	2	106,897	101,460	101,460
Yolo County Schools	12	2,127,182	1,582,372	1,582,372
5	30*	$3,554,940	$2,530,307	$2,530,307
No. of Sub-grantees less than $100,000:				
31	57*	1,098,756	760,979	760,979
Total 36	87	$4,653,696	$3,291,286	$3,291,286

*Original contracts and subsequent modifications are counted as one contract.

YOLO COUNTY MANPOWER DIVISION

LIST OF CONTRACTORS OR SUB-CONTRACTORS TO BE AUDITED

Attachment A

Contractor or Sub-Grantee	Contract or Sub-Grant Number	Dates Beginning	Dates Ending	Contract or Sub-Grant Amount	Cumulative Costs Date of Last Invoice (a)	Cumulative Costs Costs (b)	Costs Audited	Costs to be Audited
(1)	(2)	(3)		(4)	(5)		(6)	(7)
IID Aquarian Effort	79-316	8-15-79	9-30-79	3,520	N/A	-0-	-0-	-0-
IID Bryte Fire	78-225, 78-397	10-01-78	3-29-79	13,455	3-28-79	12,558	-0-	12,558
VI Bryte Fire	79-114	3-30-79	9-30-79	13,308	9-30-79	13,026	-0-	13,026
Total	--	--	--	26,763	--	25,584	-0-	25,584
IID Butte County Superintendent of Schools - Migrant Ed.	79-108	3-13-79	9-30-79	14,539	9-30-79	9,352	-0-	9,352
VI(P) CA Wilderness Coalition	79-26	2-15-79	2-14-80	16,680	9-30-79	7,159	-0-	7,159
IID City of Davis	78-256, 78-398	10-01-78	9-30-79	74,301	9-30-79	58,405	-0-	58,405
VI City of Davis	79-115	3-30-79	9-30-79	22,880	9-30-79	17,836	-0-	17,836
VI(P) City of Davis	79-79	3-15-79	3-14-79	40,704	9-30-79	17,520	-0-	17,520
Total	--	--	--	137,885	--	93,761	-0-	93,761
IID City of Winters	79-106, 79-151	3-27-79	9-30-79	17,818	9-30-79	11,467	-0-	11,467
VI City of Winters	78-269, 78-412	10-01-78	9-30-79	155,670	9-30-79	128,999	-0-	128,999
VI(P) City of Winters	79-85	3-15-79	3-14-80	35,388	9-30-79	11,167	-0-	11,167
Total	--	--	--	208,876	--	151,633	-0-	151,633
IID City of Woodland	78-399, 79-120	1-01-79	9-30-79	70,493	9-30-79	56,289	-0-	56,289
VI City of Woodland	78-270, 79-113	10-01-78	9-30-79	40,245	9-30-79	32,776	-0-	32,776
VI(P) City of Woodland	78-280, 78-899	10-01-78	9-30-79	87,466	9-30-79	39,586	-0-	39,586
VI(P) City of Woodland	78-281, 78-388	10-01-78	9-30-79	44,920	9-30-79	26,660	-0-	26,660
VI(P) City of Woodland	79-29	3-01-79	9-30-79	61,380	9-30-79	29,929	-0-	29,929
Total	--	--	--	304,504	--	185,240	-0-	185,240
IID C.S.A.C.	78-257, 78-400	10-01-78	9-30-79	9,276	9-30-79	9,268	-0-	9,268
IID Davis Joint Unified School	78-401, 79-134	1-01-78	9-30-79	39,303	9-30-79	31,849	-0-	31,849
VI Davis Joint Unified School	78-317, 79-179	12-01-78	9-30-79	4,004	6-30-79	3,704	-0-	3,704
VI Davis Joint Unified School	78-271, 79-118	10-01-78	9-30-79	25,046	9-30-79	16,370	-0-	16,370
Total	--	--	--	68,353	--	51,923	-0-	51,923

YOLO COUNTY MANPOWER DIVISION

LIST OF CONTRACTORS OR SUB-GRANTEES (CETA ACTIVITY)

ATTACHMENT A

Contractor or Sub-Grantee	Contract or Subgrant Number	Dates Beginning	Dates Ending	Contract or Subgrant Amount	Cumulative Cost Date of Last Invoice	Cumulative Costs	Costs Audited	Costs to be Audited
(1)	(2)	(3)		(4)	(5)		(6)	(7)
VI(P) Diogenes	79-30	3-1-79	2-29-80	28,314	9-30-79	7,300	-0-	7,300
IID E. Yolo Community Servs.	78-258, 78-402	10-01-78	3-30-79	13,646	3-30-79	13,562	-0-	13,562
VI E. Yolo Community Servs.	79-48, 79-148	2-01-79	9-30-79	71,093	9-30-79	62,456	-0-	62,456
Total	--	--	--	84,739	--	76,018	-0-	76,018
IID Economic Opportunity Commission	79-105	3-13-79	9-30-79	9,943	9-30-79	1,922	-0-	1,922
IV - YCCIP Economic Opportunity Commission	78-347, 79-176	12-01-78	9-30-79	13,060	9-30-79	13,060	-0-	13,060
Total	--	--	--	23,003	--	14,982	-0-	14,982
III-IIIRE II Employment Development Department	78-324, 78-390	10-01-78	12-31-80	87,028	9-30-79	55,326	-0-	55,326
VI(P) Farmworker's Service Center	79-90	3-15-79	3-14-80	36,396	9-30-79	19,054	-0-	19,054
IID KVIE Channel 6	78-259, 78-403	10-01-78	9-30-79	13,784	9-30-79	12,843	-0-	12,843
IID Legal Aid Society	78-329, 78-404	10-01-78	9-30-79	12,652	7-31-79	5,502	-0-	5,502
VI Legal Aid Society	79-116	3-30-79	9-30-79	11,106	9-31-79	11,101	-0-	11,101
Total	--	--	--	23,758	--	16,603	-0-	16,603
IID Planned Parenthood Assn.	79-310	3-15-79	9-30-79	2,277	N/A	-0-	-0-	-0-
IID Praul Center	79-315	8-15-79	9-30-79	1,809	9-30-79	367	-0-	367
VI(P) Praul Center	79-84	3-15-79	3-14-80	35,460	9-30-79	15,120	-0-	15,120
Total	--	--	--	37,269	--	15,487	-0-	15,487
IID Resources Conservation District	79-111	3-13-79	3-31-79	345	9-30-79	36	-0-	36
VI Resources Conservation District	79-138	3-13-79	9-30-79	5,166	9-30-79	4,792	-0-	4,792
Total	--	--	--	5,511	--	4,828	-0-	4,828

YOLO COUNTY MANPOWER DIVISION

LIST OF CONTRACTORS OR SUB-GRANTEES TO BE AUDITED

Attachment A

Contractor or Sub-Grantee		Contract or Sub-Grant Number	Dates		Contract or Sub-Grant Amount	Cumulative Costs		Costs Audited	Costs to be Audited
			Beginning	Ending		Date of Last Invoice (a)	Cumulative Costs (b)		
(1)		(2)	(3)		(4)	(5)		(6)	(7)
IID	Rural Research Access Project	79-309	8-15-79	9-30-79	4,881	9-30-79	663	-0-	663
VI(P)	Rural Research Access Project	79-82	3-15-79	3-14-80	21,432	9-30-79	10,829	-0-	10,829
VI(P)	Rural Research Access Project	79-80	3-15-79	3-14-80	10,728	9-30-79	5,395	-0-	5,395
VI(P)	Rural Research Access Project	79-81	3-15-79	3-14-80	10,728	9-30-79	5,415	-0-	5,415
VI(P)	Rural Research Access Project	79-83	3-15-79	3-14-80	10,728	9-30-79	5,415	-0-	5,415
	Total	--	--	--	58,497	--	27,717	-0-	27,717
IID	Sacramento Children's Home	78-262, 78-405	10-01-78	9-30-79	8,229	9-30-79	6,480	-0-	6,480
VI(P)	Sacramento Children's Home	79-31	3-01-79	2-29-80	8,258	9-30-79	2,247	-0-	2,247
	Total	--	--	--	16,487	--	8,727	-0-	8,727
IID	Summer House	79-311	8-15-79	9-30-79	4,909	N/A	-0-	-0-	-0-
VI(P)	Summer House	79-38	3-01-79	2-29-80	17,028	9-30-79	7,988	-0-	7,988
	Total	--	--	--	21,937	--	7,988	-0-	7,988
IID	United Christian Center	78-263, 78-406	10-01-78	9-30-79	23,942	9-30-79	21,279	-0-	21,279
IIB	University of CA, Davis	78-321, 78-394	10-01-78	9-30-79	188,065	9-30-79	112,229	-0-	112,229
IID	University of CA, Davis	78-264, 78-407	10-01-78	9-30-79	158,714	9-30-79	102,635	-0-	102,635
VI	University of CA, Davis	78-272, 78-413	10-01-78	9-30-79	291,697	9-30-79	228,974	-0-	228,974
VI(P)	University of CA, Davis	79-96	3-01-79	2-29-80	70,266	9-30-79	20,460	-0-	20,460
VI(P)	University of CA, Davis	79-41	3-01-79	2-29-80	18,423	9-30-79	6,008	-0-	6,008
VI(P)	University of CA, Davis	79-39	3-01-79	2-29-80	20,076	9-30-79	10,733	-0-	10,733
VI(P)	University of CA, Davis	79-40	3-01-79	2-29-80	49,050	9-30-79	22,048	-0-	22,048
VI(P)	University of CA, Davis	79-42	3-01-79	2-29-80	11,190	9-30-79	6,515	-0-	6,515
	Total	--	--	--	807,481	--	509,602	-0-	509,602

YOLO COUNTY MANPOWER DIVISION

LIST OF CONTRACTS OR SUB-GRANTS TO BE AUDITED

Attachment A

Contractor or Sub-Grantee		Contract or Sub-Grant Number	Dates Beginning	Dates Ending	Contract or Sub-Grant Amount	Amount Per Audit Date of Last Invoice	Amount Per Audit Cumulative Costs	Costs Audited	Costs to be Audited
(1)		(2)	(3)		(4)	(5)		(6)	(7)
IID	Washington Fire District	79-104	3-30-79	9-30-79	5,540	9-30-79	5,540	-0-	5,540
VI	Washington Fire District	78-273, 79-131	10-01-78	9-30-79	32,279	9-30-79	30,093	-0-	30,093
VI(P)	Washington Fire District	79-86	3-15-79	3-14-80	36,108	9-30-79	16,556	-0-	16,556
	Total	--	--	--	73,927	--	52,189	-0-	52,189
IID	W. Plainfield Fire Dist.	79-103	3-13-79	3-30-79	537	3-30-79	162	-0-	162
VI	W. Plainfield Fire Dist.	78-274, 79-128	10-01-79	9-30-79	43,337	9-30-79	31,375	-0-	31,375
	Total	--	--	--	43,874	--	31,537	-0-	31,537
IID	Winters Fire Protection District	79-110	3-13-79	9-30-79	1,916	9-30-79	636	-0-	636
VI	Winters Fire Protection District	79-275, 79-137	10-01-79	9-30-79	50,130	9-30-79	42,053	-0-	42,053
VI(P)	Winters Fire Protection District	79-44	2-15-79	11-14-79	25,083	9-30-79	17,168	-0-	17,168
	Total	--	--	--	77,129	--	59,857	-0-	59,857
IID	Winters School District	78-408, 79-133	1-01-79	9-30-79	68,026	9-30-79	49,541	-0-	49,541
II YETP	Winters School District	78-313	10-01-78	11-30-78	596	11-30-78	596	-0-	596
IV - YETP	Winters School District	78-316	12-01-78	9-30-79	5,922	9-30-79	4,099	-0-	4,099
VI	Winters School District	78-276	10-01-78	12-31-78	22,880	12-31-78	19,851	-0-	19,851
	Total	--	--	--	97,424	--	74,087	-0-	74,087
III - YETP	Woodland School District	78-314	10-01-78	11-30-78	1,427	11-30-78	524	-0-	524
IV - YETP	Woodland School District	78-318, 79-178	12-01-78	9-30-79	4,880	9-30-79	4,058	-0-	4,058
	Total	--	--	--	6,307	--	4,582	-0-	4,582
IID	Yolo Alcoholic Recovery Center	79-314	8-15-79	9-30-79	1,996	9-30-79	1,301	-0-	1,301

YOLO COUNTY MANPOWER DIVISION

LIST OF CONTRACTORS OR SUB-GRANTEES TO BE AUDITED

Attachment A

Contractor or Sub-Grantee	Contract or Sub-Grant Number	Dates		Contract or Sub-Grant Amount	Cumulative Costs		Costs Audited	Costs to be Audited
		Beginning	Ending		Date of Last Invoice (a)	Cumulative Costs (b)		
(1)	(2)	(3)		(4)	(5)		(6)	(7)
IID Yolo County Housing Authority	79-109	3-30-79	9-30-79	11,877	9-30-79	8,269	-0-	8,269
II Yolo County Housing Authority	78-277, 78-417	10-01-78	9-30-79	95,020	9-30-79	93,191	-0-	93,191
Total	--	--	--	106,897	--	101,460	-0-	101,460
IIB Yolo County Schools	78-321, 79-219	10-01-78	9-30-79	901,090	9-30-79	721,718	-0-	721,718
ID Yolo County Schools	78-351, 78-409	10-01-78	9-30-79	74,114	9-30-79	60,318	-0-	60,318
ID & I Yolo County Schools - Services	78-283, 78-350	10-01-78	9-30-79	12,139		3,139	-0-	3,139
II - IRE II Yolo County Schools	78-323, 79-220	10-01-78	12-31-79	51,207	9-30-79	16,358	-0-	16,358
II - TIP Yolo County Schools	79-182	2-01-78	7-31-80	236,155	9-30-79	69,666	-0-	69,666
V - CCIP Yolo County Schools	78-348, 78-396	10-01-78	9-30-79	40,275	9-30-79	31,719	-0-	31,719
V - ETP Yolo County Schools	78-319, 79-77	10-01-78	9-30-79	236,468	9-30-79	210,775	-0-	210,775
V YEP Yolo County Schools	79-229	6-01-78	9-30-79	463,400	9-30-79	412,985	-0-	412,985
I Yolo County Schools	79-119	3-30-79	9-30-79	24,842	9-30-79	18,703	-0-	18,703
I(P) Yolo County Schools	79-45	3-01-79	2-29-80	52,680	9-30-79	25,560	-0-	25,560
I(P) Yolo County Schools	79-46	3-01-79	2-29-80	10,680	9-30-79	4,292	-0-	4,292
I(P) Yolo County Schools	79-87	3-15-79	3-14-80	24,132	9-30-79	7,139	-0-	7,139
Total	--	--	--	2,127,182	--	1,582,372	-0-	1,582,372
ID Yolo Family Services	78-267, 78-410	10-01-78	9-30-79	7,771	9-30-79	7,618	-0-	7,618
I Yolo-Solano Air Pollution	78-278, 78-418	10-01-78	9-30-79	11,932	9-30-79	10,526	-0-	10,526
ID Y.M.C.A.	78-266, 79-112	10-01-78	9-30-79	12,631	9-30-79	10,593	-0-	10,593
ID Yuba College	78-268, 78-411	10-01-78	9-30-79	18,925	9-30-79	18,879	-0-	18,879
I Yuba College	79-117	3-30-79	9-30-79	6,882	9-30-79	4,611	-0-	4,611
Total	--	--	--	25,807	--	23,490	-0-	23,490

AUDITOR'S EXHIBIT II

(Prime Sponsor's Name)
CETA Titles II-B, II-D, III, IV and VI
Status of Prime Sponsor Action on Questioned Costs and on Costs Recommended for Disallowance in Subgrantee Audit Reports
Audit Period:

Subgrantee	DOL Audit Report No.	Questioned Costs	Costs Recommended for Disallowance	Resolutions of Questioned Costs and Costs Recommended for Disallowance: Subgrant Amended/ Costs Allowed (1)	Grantee Disagrees With Finding (2)	Additional Adequate Documentation Procured	Unauditable Records Now Auditable	Debt Established: Funds Restored	Debt Established: Funds Unrestored (3)	Unresolved (4)	Costs Recommended for Disallowance After DOL/CPA* Review
Total AUDITOR'S EXHIBIT II											

* CPA performing Prime Sponsor audit.

(1) If the auditor believes that sufficient reason and/or adequate documentation is not available to allow amended costs then the amended costs subject to dispute should be entered in the last column for DOL's review and decision on the action to be taken. Do not reclassify the Prime Sponsor's action. Explain your basis for disagreement with the Prime Sponsor's action.

(2) This column was previously shown as "Waived". You should review all costs in this column and footnote your concurrence. Where you do not concur you would show that amount in the last column. Do not reclassify the Prime Sponsor's action.

(3) Any "Funds Unrestored" should also be included in the last column.

(4) Unresolved costs should also be included in the last column.

RECEIVED APR 2 2 1980

BK.

MODIFICATION

AGREEMENT NO. 80-109

REQUEST FOR MODIFICATION TO CONTRACT # 79-26 REQUEST DATE

CETA TITLE: VI Projects CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: CA Wilderness Coalition - Public Lands & Resources Education Project MOD # 002

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 3,317 [ ] Decreased by $

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To extend the project expiration date so as to allow for the completion of project goals and to expand the scope and design so as to catalogue and publish information of eight hundreds and fifty (850) potential wilderness areas in California. Twenty percent (20%) of overall project goals are incomplete, project extension will allow for 100% completion of stated goals.

MODIFICATION

1. The attached budget supersedes all previous budgetary agreements.
2. The term of the contract is extended to July 4, 1980.
3. The attached special conditions are added as stipulations to the contract modification and supersedes all related agreements prior to this modifications.
4. The attached contract provisions replace those of the original contract effective April 1, 1980.

$19,997
New grant total and fixed price

James A Estes
Signature of program operator

4/18/80
Date

Recommendation and/or comments staff FILED [X] Approve [ ] Disapprove

APR 25 1980

PETER McNAMEE, Clerk

Recommendation of the MAPC By Peter Napolitano DEPUTY [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

[ ] Request for modificaiton denied

[X] Request for modificaiton approved pursuant to the authority of the Governing Board. Except as herein modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Temple J Thompson
Signature of Authorized Officer

APR 1 - 1980
Date

10-1-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-26

[ ] ORGINAL [X] REVISION NO. 002 DATE 3-24-80

Subgrantee Name and Address:

California Wilderness Coalition
P. O. Box 429
Davis, CA 95616

Contact Person: David Brown
Phone 758-0380
Period: From 3-1-79 To 7-4-80
Program Name: Public Lands & Resources & Education Project

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	3-1-79 to 2-29-80					13,643			13,643
DEC.									
JAN.									
FEB.									
MAR.						1,495			1,495
APR.						1,495			1,495
MAY						1,495			1,495
JUNE						1,495			1,495
JULY						374			374
AUG.									
SEPT.									
TOTAL						19,997			19,997

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	3-1-79 to	2-29-80	12,669	974				13,643
DEC.								
JAN.								
FEB.								
MAR.			1,300	195				1,495
APR.			1,300	195				1,495
MAY			1,300	195				1,495
JUNE			1,300	195				1,495
JULY			325	49				374
AUG.								
SEPT.								
TOTAL			18,194	1,803				19,997

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

JAMES A EATON, Director
Name and Title of Authorized Official

James A Eaton
Signature

For CETA Approval Only:

Fiscal Officer — Date 3-31-80

CETA Director — Date 3-31-80

YC 109 (10-79)

POSITION LISTING

TITLE VI PROJECTS

California Wilderness Coalition

Public Lands & Resources Education Project

	Position	Salary 3-1-79 to 2-29-80	Benefits 2-29-80	Total
One	Project Coordinator	$ 8,400	$ 682	$ 9,082
One	Administrative Assistant	4,269	292	4,561

		Salary 3-1-80 to 7-4-80	Benefits 7-4-80	
One	Project Coordinator (700/100)	2,975	425	3,400
One	Administrative Assistant (600/95)	2,550	404	2,954
	Total	$18,194	$1,803	$19,997

ATTACHMENT #1: SPECIAL CONDITIONS

The stipulations of this contract modification provides for allowable project activity to be extended to June 14, 1980. At this point all project activity will cease.

Further, funds are provided through the duration of the expiration date (i.e. June 14 - July 4, 1980) for participant placement into a job search workshop.

END OF SPECIAL CONDITIONS

James A. Eaton

COUNTY OF YOLO

Subgrant Signature Sheet

Title_____

Agreement/ Subgrant No.

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and _____ hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program :	
Mailing Address :	
City :	Phone:
Program Director:	

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on_____.

The term of the SUBGRANT shall end on_____.

The total amount of the SUBGRANT is_____.

Approved for the SUBGRANTEE		Approved by the GRANTOR (PRIME SPONSOR)	
By Signature		By Signature	
Name and Title	Date	Name and Title	Date

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this _____ day of _____, 19 , by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the _____ _____ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. _____ is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f)

(g)

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin _____, and shall end _____, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ _____, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. _____.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

_____
(Signature of Authorized Officer)

_____
(Title of Authorized Officer)

_____
(Legal Name of SUBGRANTEE)

_____
(Signature of Authorized Officer)

_____, 19____ _____
(Date) (Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

_____ _____, 19____

(Legal Name of SUBGRANTEE) (Date)

_____

(Signature of Authorized Officer)

_____

(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

_____ _____

AUTHORIZED SIGNATURE DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

_____

Name of Subgrantee

_____

Authorized Signature

_____

Date